ASX Announcement
February 7, 2023

AHI meets NASDAQ's financial compliance requirements with the filing of the Company's Form 20-F 2022 Annual Report with the SEC

Advanced Health Intelligence Ltd (ASX:AHI) (NASDAQ:AHI) (the "**Company"**) would like to inform shareholders that the Company has recomplied with the previously announced delinquency notice from NASDAQ and has now lodged the Company's Form 20-F 2022 Annual Report with the United States Securities and Exchange Commission ('SEC').

On November 17, 2022, the NASDAQ Listing Qualification Staff notified the Company that it did not meet the periodic filing requirement for The NASDAQ Stock Market under Listing Rule 5250(c)(1) (the "Rule").

On February 3, 2023, Advanced Health Intelligence Ltd submitted the filing of the Company's Form 20-F 2022 Annual Report with the SEC. Accordingly, NASDAQ Listing Qualification Staff have determined that the Company now complies with the Rule. This matter is now closed.

A copy of the Company's Form 20-F 2022 Annual Report is attached, as filed with the SEC.

For more information, please visit: www.ahi.tech

For more information, contact:

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Company Secretary & CFO
Advanced Health Intelligence Ltd
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*This announcement has been approved by the board of Advanced Health Intelligence Ltd.

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington D.C. 20549

FORM 20-F

☐ **REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR (g) OF THE SECURITIES EXCHANGE ACT OF 1934**

OR

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended June 30, 2022

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

OR

☐ **SHELL COMPANY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

Date of event requiring this shell company report _____

Commission file number 000-49843

ADVANCED HEALTH INTELLIGENCE LTD
(Exact name of Registrant as specified in its charter and translation of Registrant's name into English)

Australia
(Jurisdiction of incorporation or organization)

71-73 South Perth Esplanade
Unit 5
South Perth, WA 6151
Australia
(Address of principal executive offices)

Mr Nicholas Prosser
Non-executive Chairman
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+61 8 9316 9100 (phone)
(Name, telephone, e-mail and/or facsimile number and address of company contact person)

Securities registered or to be registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
American Depositary Shares, each representing seven Ordinary Shares	**AHI**	**NASDAQ Capital Market**

Securities registered or to be registered pursuant to Section 12(g) of the Act: **None**

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act: **None**

Indicate the number of outstanding shares of each of the issuer's classes of capital or common stock as of the close of the period covered by the annual report:

166,749,382 Ordinary Shares, as of June 30, 2022

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

Yes ☐ No ☒

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934.

Yes ☐ No ☒

Note – Checking the box above will not relieve any registrant required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 from their obligations under those Sections.

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☐	Accelerated filer ☐
Emerging growth company ☒	Non-accelerated filer ☒

If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards† provided pursuant to Section 13(a) of the Exchange Act. ☐

† The term "new or revised financial accounting standard" refers to any update issued by the Financial Accounting Standards Board to its Accounting Standards Codification after April 5, 2012.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☐

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

U.S. GAAP ☐	International Financial Reporting Standards as issued by the International Accounting Standards Board ☒	Other ☐

If "Other" has been checked in response to the previous question, indicate by check mark which financial statement item the registrant has elected to follow:

Item 17 ☐ Item 18 ☐

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes ☐ No ☒

INTRODUCTION

Advanced Health Intelligence Ltd (formerly known as Advanced Human Imaging Ltd) was incorporated on October 1, 2014 as "Shrinkme Pty Ltd" under the Corporations Act (Australia). On February 17, 2015 we changed our name to "MyFiziq Pty Ltd" and on June 12, 2015 we changed our name to "MyFiziq Limited" and accordingly changed our status to a public company. On March 5, 2021, we changed our name to "Advanced Human Imaging Ltd". On December 8, 2022, we changed our name to "Advanced Health Intelligence Ltd".

We have developed and patented a proprietary measurement/dimensioning technology that enables a User to check, track, and accurately assess their body dimensions and chronic disease risk markers privately using only a smartphone. We refer to this physical measurement and analytics tool as "*BodyScan*." We have global customers/partners ("Partners") who utilize our technology through Software Development Kits ("SDKs"). Our global Partners have substantial audiences that they address, and from those underlying audiences, individual User(s) ("User(s)") gain access via the Partners' software programs/apps that embed our technology components.

Our global Partners currently include companies within the following sectors: (i) mobile health ("mHealth"), Telehealth, and Wellness; (ii) Life and Health Insurance; and (iii) Fitness Industry.

The principal listing of our ordinary shares and listed options to purchase our ordinary shares is on the Australian Securities Exchange, or ASX. Since November 2021, our American Depository Shares, or ADSs, have traded on the NASDAQ Capital Market under the symbol "AHI". The Bank of New York, acting as depositary, issues American Depository Receipts, or ADRs, each of which evidences an ADS, which in turn represents seven (7) of our ordinary shares. As used in this annual report, the terms "we," "us," "our", "the Company", "AHI" and "Advanced Health Intelligence" mean Advanced Health Intelligence Ltd (formerly known as Advanced Human Imaging Ltd) and its subsidiaries, unless otherwise indicated.

Our financial statements have been prepared in accordance with Australian Accounting Standards ("AASB"). The AASB has adopted both the International Accounting Standards ("IAS") as well as the International Financial Reporting Standards ("IFRS"), as issued by the IASB.

Australian Disclosure Requirements

Our ordinary shares are primarily quoted on the ASX in addition to our listing of our ADSs on the NASDAQ Capital Market ("NASDAQ"). As part of our ASX listing, we are required to comply with various disclosure requirements as set out under the Australian *Corporations Act 2001* and the *ASX Listing Rules*. Information furnished under the sub-heading "Australian Disclosure Requirements" is intended to comply with the *ASX Listing Rules* and *Corporations Act 2001* disclosure requirements and is not intended to fulfill information required by this Annual Report on Form 20-F.

In this annual report, all references to "U.S. dollars" or "U.S.$" are to the currency of the United States, and all references to "Australian dollars" or "A$" are to the currency of Australia.

Statements made in this annual report concerning the contents of any contract, agreement or other document are summaries of such contracts, agreements or documents and are not complete descriptions of all their terms. If we filed any of these documents as an exhibit to this annual report or to any registration statement or annual report that we previously filed, you may read the document itself for a complete description of its terms.

Forward-Looking Statements

Except for the historical information contained in this annual report, the statements contained in this annual report are "forward-looking statements" within the meaning of Section 27A of the *Securities Act of 1933*, as amended, and Section 21E of the *Securities Exchange Act of 1934*, as amended, or the Exchange Act, and the Private Securities Litigation Reform Act of 1995, as amended, with respect to our business, financial condition and results of operations. Such forward-looking statements reflect our current view with respect to future events and financial results. We urge you to consider that statements which use the terms "anticipate," "believe," "do not believe," "expect," "plan," "intend," "estimate," and similar expressions are intended to identify forward-looking statements. We remind readers that forward-looking statements are merely predictions and therefore inherently subject to uncertainties and other factors and involve known and unknown risks that could cause the actual results, performance, levels of activity, or our achievements, or industry results, to be materially different from any future results, performance, levels of activity, or our achievements expressed or implied by such forward-looking statements. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof. Except as required by applicable law, including the securities laws of the United States, we undertake no obligation to publicly release any update or revision to any forward-looking statements to reflect new information, future events or circumstances, or otherwise after the date hereof. We have attempted to identify significant uncertainties and other factors affecting forward-looking statements in the Risk Factors section that appears in Item 3.D. "*Key Information-Risk Factors.*"

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PART I

ITEM 1. IDENTITY OF DIRECTORS, SENIOR MANAGEMENT AND ADVISERS

Not applicable.

ITEM 2. OFFER STATISTICS AND EXPECTED TIMETABLE

Not applicable.

ITEM 3. KEY INFORMATION

A. [Reserved]

B. Capitalization and Indebtedness

Not applicable.

C. Reasons for the Offer and Use of Proceeds

Not applicable.

D. Risk Factors

Investing in our securities involves a high degree of risk and uncertainty. You should carefully consider the risks and uncertainties described below before investing in our securities. Additional risks and uncertainties not presently known to us or that we believe to be immaterial may also adversely affect our business. If any of the following risks actually occurs, our business, prospects, financial condition and results of operations could be harmed. In that case, the daily price of our securities could decline, and you could lose all or part of your investment. These risk factors include:

Summary Risk Factors

The below is a summary of principal risks to our business and risks associated with our company. It is only a summary. You should read the more detailed discussion of risks set forth below and elsewhere in this annual report for a more complete discussion of the risks listed below and other risks.

- We operate in a highly competitive industry, and if we are not able to compete effectively, our business and results of operations will be harmed.
- We may not reach the scale in our business or generate revenue to the level outlined in our business plan.
- We may be unable to successfully execute our growth initiatives, business strategies, or operating plans.
- If we fail to effectively manage our growth and organizational change, our business and results of operations could be harmed.
- If security measures in connection with our platforms and services are breached or unauthorized access to patient's or client's data is otherwise obtained, our solutions may be perceived as not being secure, clients may reduce the use of or stop using our software solutions, and we may incur significant liabilities.
- If we do not continue to innovate and provide services that are useful to customers and users, we may not remain competitive, and our revenue and results of operations could suffer.
- The recent global pandemic of COVID-19 could harm our business, results of operations, and financial condition.
- We rely on third-party providers for web services/cloud services, computing infrastructure, databases and other technology-related services needed to deliver our cloud solutions. Therefore, a change of contractual relationship with such third-party providers or disruption of the services provided by them could adversely affect our business and subject us to liability.
- Technology changes rapidly in our business, and if we fail to anticipate new technologies, the quality, timeliness, and competitiveness of our products may suffer.
- Our business success depends on our ability to properly utilize and protect our intellectual property and non-infringement of intellectual property of third parties, both in the U.S. and in other countries, we plan to expand to.

- We are an "emerging growth company" and as such, we are subject to exemptions from certain disclosure requirements.
- We are subject to certain risks associated with currency fluctuations which can impact our operations.
- We are subject to certain risks associated with ADSs.
- There may be a significant dilution and loss of value of our Ordinary Shares as a result of certain outstanding convertible notes, outstanding performance rights and options which are exercisable into Ordinary Shares.
- Your rights to pursue claims arising under the deposit agreement are limited by the terms of the deposit agreement, including limited choice of forum, and jury trial waiver.

Risks Related to our Business

We may not reach the scale in our business or generate revenue to the level outlined in our business plan.

We may be unable to achieve our expected growth or go-live with our product in the anticipated timelines, based on factors outside of our control. We have only generated very minimal recurring revenues to date as our partner releases have only commenced in late 2020 and there is a degree of uncertainty associated with predicting future revenue with a broader understanding of adoption and retention. Until we have ascertained the level of uptake with already contracted partners, this will form part of our focus and process.

We have historically incurred significant losses and there can be no assurance as to when, precisely, we will achieve breakeven or maintain profitability, despite our low overhead expenditure.

During the 12 months ended June 30, 2022, we realized a net loss of A$20,076,843 compared with a net loss of A$14,060,992 for the 12 months ended June 30, 2021. Because of the numerous risks and uncertainties associated with the development of our products and business, we are unable to predict with absolute certainty the extent of any future losses or when we will become profitable. While our overheads are quite low, maintaining operating losses in the future will have an adverse effect on our cash resources, shareholders' equity and working capital. Our failure to become and remain profitable could depress the value of our stock and impair our ability to raise capital, expand our business, maintain our development efforts, diversify our portfolio of partner companies, or continue our operations. A decline in our value could also cause you to lose all or part of your investment in our Company.

We will need to raise additional capital to meet our business requirements in the future, which could be challenging, potentially highly dilutive and may cause the market price of our Ordinary Shares and ADSs to decline.

While we are transitioning to a point of breakeven, we may need to raise additional capital in order to meet our business objectives. Future capital raises may not be available on reasonable terms, if at all. Additional capital would be used to accomplish the following:

- Finance our current operating expenses;
- Pursue growth opportunities;
- Hire and retain qualified employees;
- Respond to competitive pressures;
- Comply with regulatory requirements; and
- Maintain compliance with applicable laws.

To the extent that we raise additional capital through the sale of equity or convertible debt securities, the issuance of such securities could result in substantial dilution for our current shareholders. The terms of any securities issued by us in future capital transactions may be more favorable to new investors, and may include preferences, superior voting rights and the issuance of warrants or other derivative securities, which may have a further dilutive effect on the holders of any of our securities then-outstanding. We may issue additional Ordinary Shares or securities convertible into or exchangeable or exercisable for our Ordinary Shares in connection with hiring or retaining personnel, option or warrant exercises, future acquisitions or future placements of our securities for capital-raising or other business purposes. The issuance of additional securities, whether equity or debt, by us, or the possibility of such issuance, may cause the market price of our Ordinary Shares to decline and existing shareholders may not agree with our financing plans or the terms of such financings.

In addition, we may incur additional costs in pursuing future capital financing, including investment banking fees, legal fees, accounting fees, securities law compliance fees, printing and distribution expenses and other costs. We may also be required to recognize non-cash expenses in connection with certain securities we issue, such as convertible notes and warrants, which may adversely impact our financial condition.

Furthermore, any additional debt or equity financing that we may need may not be available on terms favorable to us, or at all. If we are unable to obtain such additional financing on a timely basis, we may have to curtail our development activities and growth plans, which would have a material adverse effect on our business, financial condition and results of operations.

The success of our business is highly dependent on market acceptance of our technology and timely release of our technology which is embedded in our partners' customer facing applications. If the end consumer does not accept our product, or our customers fail to go live with their applications (with our technology embedded), our financial performance will be materially adversely affected.

We expect to derive most of our revenue by charging fees in connection with the usage of our applications and technologies. We must make product rollout decisions and commit significant resources well in advance of the anticipated introduction of new applications and technologies. The release of our applications and technologies by our customers (we are 'business-to-business' ("B2B"), while our customers have the relationship with the end user) may be delayed, may not succeed, or may have a shorter life cycle than anticipated. If the applications are not released when anticipated or do not attain wide market acceptance, our revenue growth may never materialize, we may be unable to fully recover the resources we have committed, and our financial performance will be harmed.

As a B2B company, we are substantially dependent on our customers to design, integrate and price our technology effectively within their applications.

Whilst we establish commercial contracts with our customers that includes: pricing charges, SDK integration audits, and implementation services, and include various options for customer to select from to integrate our technology within their applications to meet their unique business requirements and user experience in our product offering, as well as provide our own design resources to supplement customer design and product teams, we have limited control over what price customers offer the integrated solution to end users, as well as where and how our products are integrated into their applications. As a result, customers may set pricing points too high for end users, or design / integrate our application in a sub optimal way that users cannot easily find or use our products, which may substantially impact our ability to generate recurring revenue at the level that we expect.

As a B2B company, we are substantially dependent on our customers to release our integrated products on agreed timelines.

Whilst we establish commercial contracts with our customers that includes indicative release timing, we have limited to no control over when, if ever, customers choose to release integrated products. Delays in customer release schedules may have a significant impact on our future cash flow and ability to generate recurring revenue, and / or significantly damage our brand reputation.

As a B2B company, we are substantially dependent on our customers to market our integrated product to their end users.

Whilst we provide marketing incentives to customers to, depending on the customer size, match their marketing spend on integrated product marketing, provide part marketing spend, as well as assist with marketing activities, including generation and monitoring of marketing strategies and campaigns as well as the development of joint marketing assets, we have limited to no control over how and when customers market our integrated products. Ineffective, inadequate, or nonexistent marketing of our integrated product may have a significant impact on our future cash flow and ability to generate recurring revenue at the level that we expect.

Damage to our or our customers' reputation or lack of acceptance of our brand or our customers' brands in existing and new markets could negatively impact our business, financial condition and results of operations.

We intend to build a strong reputation for the quality of our technology, and we must protect and grow the value of our brand to be successful. Any incident that erodes consumer affinity for our brand or our customers' brands, could significantly reduce our brand value and damage our business. If end users perceive or experience a reduction in quality, or in any way believe we or our customers fail to deliver a consistently positive experience, our brand value could suffer, and our business may be adversely affected.

In addition, our ability to successfully sign new partners in new markets may be adversely affected by a lack of awareness or acceptance of our brand or our existing partners brands in these new markets. To the extent that we are unable to foster name recognition and affinity for our brand in new markets, our growth may be significantly delayed or impaired.

As a result, adverse economic conditions in any of these areas could have a material adverse effect on our overall results of operations. In addition, other factors that could have a material adverse effect on our business and operations include but are not limited to; local strikes, terrorist attacks, increases in energy prices, adverse weather conditions, hurricanes, droughts or other natural or man-made disasters.

Technology changes rapidly in our business, and if we fail to anticipate new technologies, the quality, timeliness, and competitiveness of our products may suffer.

Rapid technology changes require us to anticipate which technologies and/or distribution platforms our products must take advantage of in order to make them competitive in the market at the time they are released. Therefore, we usually start our product development with a range of technical development goals that we hope to be able to achieve. We may not be able to achieve these goals, and even though we have global patent protection, our competition may be able to achieve them more quickly than we can. If we cannot achieve our technology goals within the original development schedule of our products, this may impact the manner in which users experience our product, which in turn could impact recurring revenue. It may also provide an opportunity for competitors to catch up to us.

We rely upon third parties to provide distribution for our applications, and disruption in these services could harm our business.

We currently utilize, and plan on continuing to utilize over the current fiscal year, third-party networking providers and distribution through companies including, but not limited to, Apple and Google to distribute our technologies. If disruptions or capacity constraints occur, we may have no means of replacing these services, on a timely basis or at all. This could cause a material adverse condition for our operations and financial earnings.

We rely on third-party hosting and cloud computing providers to operate certain aspects of our business. Any failure, disruption or significant interruption in our network or hosting and cloud services could adversely impact our operations and harm our business.

Our technology infrastructure is critical to the performance of our products and customer satisfaction. Our products run on a complex distributed system, or what is commonly known as cloud computing. We own, operate and maintain elements of this system. However, elements of this system are operated by open-source code and third party owned and operated software that we do not control, and which would require significant time to replace. We expect this dependence on third parties to continue. In particular, a portion of the data storage, data processing and other computing services and systems is hosted by cloud computing providers. Any disruptions, outages and other performance problems relating to such services, including infrastructure changes, human or software errors and capacity constraints, could adversely impact our business, financial condition or results of operations.

We could be harmed by improper disclosure or loss of sensitive or confidential company, employee, associate or customer data, including personal data.

In connection with the operation of our business, we plan to store, process and transmit data, including personal information, about our employees, customers, customers' end users, associates and candidates, a portion of which is confidential and/or personally sensitive. Unauthorized disclosure or loss of sensitive or confidential data may occur through a variety of methods. These include, but are not limited to, systems failure, employee negligence, fraud or misappropriation, or unauthorized access to or through our information systems, whether by our employees or third parties, including a cyberattack by computer programmers, hackers, members of organized crime and/or state-sponsored organizations, who may develop and deploy viruses, worms or other malicious software programs.

Such disclosure, loss or breach could harm our reputation and subject us to government sanctions and liability under our contracts and laws that protect sensitive or personal data and confidential information, resulting in increased costs or loss of revenues. It is possible that security controls over sensitive or confidential data and other practices we and our third-party vendors follow may not prevent the improper access to, disclosure of, or loss of such information. The potential risk of security breaches and cyberattacks may increase as we introduce new services and offerings, such as mobile technology. Further, data privacy is subject to frequently changing rules and regulations, which sometimes conflict among the various jurisdictions in which we provide services. Any failure or perceived failure to successfully manage the collection, use, disclosure, or security of personal information or other privacy related matters, or any failure to comply with changing regulatory requirements in this area, could result in legal liability or impairment to our reputation in the marketplace.

Our business operations and future development could be significantly disrupted if we lose key members of our management team.

The success of our business continues to depend to a significant degree upon the continued contributions of our senior officers and key employees, both individually and as a group. Our future performance will be substantially dependent, in particular, on our ability to retain and motivate our Chief Executive Officer, and certain of our other senior executive officers. The loss of the services of our Chief Executive Officer, senior officers or other key employees could have a material adverse effect on our business and plans for future development. We have no reason to believe that we will lose the services of any of these individuals in the foreseeable future; however, we currently have no effective replacement for any of these individuals due to their experience, reputation in the industry and special role in our operations. We also do not maintain any key man life insurance policies for any of our employees.

Our business operations are conducted in multiple languages and could be disrupted due to miscommunications or translation errors.

The success of our business continues to depend on our marketing efforts globally, with a majority of customer head offices in the USA, Europe and Asia Pacific, each of which may be conducted in the local language. Miscommunications or inaccurate foreign language translations could have a material adverse effect on our business operations and financial conditions. Additionally, contracts, communications and complex technical information may be required to be accurately translated into foreign languages.

We may not be able to adequately protect our Intellectual Property (IP) or avoid third party IP, which, in turn, could harm the value of our brands and adversely affect our business.

Our ability to implement our business plan successfully depends in part on our ability to build brand recognition using our patents, service marks and other proprietary intellectual property, including our names and logos. We have patents in selected global jurisdictions, with prior art dating back to December 4, 2014. We have been issued 12 patents, 1 of each in Australia, China, Hong Kong, Canada, and the USA, 2 in South Korea, and Singapore, and 3 in Japan. We have 9 patent-pending submissions; 1 each in China, Hong Kong, Singapore, South Korea, Europe, India, and 3 in New Zealand, and updated applications to our existing issued patents to further protect our IP in process. No assurance can be given that our patent-pending submissions or the additional patent applications which is in process will be approved. If our patent-pending submissions or the additional patent applications which is in process are not approved, our ability to expand or develop our business may be negatively affected.

We have established trademarks to protect our brand globally in key jurisdictions including: the USA, China, the EU, the UK, Japan, and Australia.

Third parties may also oppose our trademark or patent applications, or otherwise challenge our use of the trademarks or patents. In the event that our trademarks or patents are successfully challenged, we could be forced to rebrand our goods and services or redesign our technology, which could result in loss of brand recognition, and could require us to devote resources to advertising and marketing new brands and products.

If our efforts to register, maintain and protect our intellectual property are inadequate, or if any third party misappropriates, dilutes or infringes on our intellectual property, the value of our brands may be harmed, which could have a material adverse effect on our business and might prevent our brands from achieving or maintaining market acceptance. We may also face the risk of claims that we have infringed third parties' intellectual property rights. If third parties claim that we infringe upon their intellectual property rights, our operating profits could be adversely affected. Any claims of intellectual property infringement, even those without merit, could be expensive and time consuming to defend, require us to rebrand our services, if feasible, divert management's attention and resources or require us to enter into royalty or licensing agreements in order to obtain the right to use a third party's intellectual property.

Any royalty or licensing agreements, if required, may not be available to us on acceptable terms or at all. A successful claim of infringement against us could result in our company being required to pay significant damages, enter into costly license or royalty agreements, or stop the sale of certain products or services, any of which could have a negative impact on our operating profits and harm our future prospects.

We may not be able to continue to obtain licenses to third-party software and intellectual property on reasonable terms or at all, which may disrupt our business and harm our financial results.

We license third-party software and other intellectual property for use in product deployment, research and development and, in several instances, for inclusion in our products such as with *FaceScan* and *DermaScan*. These licenses may need to be renegotiated or renewed from time to time, or we may need to obtain new licenses in the future. Third parties may stop adequately supporting or maintaining their technology, or their technology may be acquired by our competitors. If we are unable to obtain licenses to these third-party software and intellectual property on reasonable terms or at all, we may not be able to sell the affected products, our customers' use of the products may be interrupted, or our product development processes and professional services offerings may be disrupted, which could in turn harm our financial results, our customers, and our reputation. The inclusion of third-party intellectual property in our products can also subject us and our customers to infringement claims. Although we seek to mitigate this risk contractually, we may not be able to sufficiently limit our potential liability. Regardless of outcome, infringement claims may require us to use significant resources and may divert management's attention. Some of our products and technology, including those we acquire, may include software licensed under open-source licenses. Some open-source licenses could require us, under certain circumstances, to make available or grant licenses to any modifications or derivative works we create based on the open-source software. Although we have tools and processes to monitor and restrict our use of open-source software, the risks associated with open-source usage may not be eliminated and may, if not properly addressed, result in unanticipated obligations that harm our business.

Information technology system failures or breaches of our network security could interrupt our operations and adversely affect our business.

We will rely on our computer systems and network infrastructure across our operations. Our operations depend upon our ability to protect our computer equipment and systems against damage from physical theft, fire, power loss, telecommunications failure or other catastrophic events, as well as from internal and external security breaches, viruses, worms and other disruptive problems. Any damage or failure of our computer systems or network infrastructure that causes an interruption in our operations could have a material adverse effect on our business and subject us to litigation or actions by regulatory authorities. Although we employ both internal resources and external consultants to conduct auditing and testing for weaknesses in our systems, controls, firewalls and encryption and intend to maintain and upgrade our security technology and operational procedures to prevent such damage, breaches or other disruptive problems, there can be no assurance that these security measures will be successful.

Any actual or perceived failure by us to comply with our privacy policy or legal or regulatory requirements in one or multiple jurisdictions could result in proceedings, actions or penalties against us.

Any failure or perceived failure by us to comply with federal, state or foreign laws or regulations, industry standards, contractual obligations or other legal obligations, or any actual or suspected security incident, whether or not resulting in unauthorized access to, or acquisition, release or transfer of personal data or other data, may result in governmental enforcement actions and prosecutions, private litigation, fines and penalties or adverse publicity and could cause our customers to lose trust in us, which could have an adverse effect on our reputation and business. Any inability to adequately address privacy and security concerns, even if unfounded, or comply with applicable laws, regulations, policies, industry standards, contractual obligations or other legal obligations could result in additional cost and liability to us, damage our reputation, inhibit sales and adversely affect our business.

Evolving and changing definitions of what constitutes "Personal Information" and "Personal Data" within the EU, the United States and elsewhere, may limit or inhibit our ability to operate or expand our business, including limiting technology alliance partners that may involve the sharing of data.

If we are perceived to cause, or are otherwise unfavorably associated with, violations of privacy or data security requirements, it may subject us or our customers to public criticism, financial penalties and potential legal liability. Existing and potential privacy laws and regulations concerning privacy and data security and increasing sensitivity of consumers to unauthorized processing of personal data may create negative public reactions to technologies, products and services such as ours. Public concerns regarding personal data processing, privacy and security may cause some of our customers' end users to be less likely to visit their venues or platforms, or otherwise interact with them. If enough end users choose not to visit our customers' venues of platforms, or otherwise interact with them, our customers could stop using our platform. This, in turn, may reduce the value of our service, and slow or eliminate the growth of our business, or cause our business to contract.

Around the world, there are numerous lawsuits in process against various technology companies that process personal information and personal data. If those lawsuits are successful, it could increase the likelihood that our company may be exposed to liability for our own policies and practices concerning the processing of personal data and could hurt our business. Furthermore, the costs of compliance with, and other burdens imposed by laws, regulations and policies concerning privacy and data security that are applicable to the businesses of our customers may limit the use and adoption of our technologies and reduce overall demand for it. Privacy concerns, whether or not valid, may inhibit market adoption of our technologies. Additionally, concerns about security or privacy may result in the adoption of new legislation that restricts the implementation of technologies like ours or require us to make modifications to our existing services and technology, which could significantly limit the adoption and deployment of our technologies or result in significant expense.

We will continue to incur costs and be subject to various obligations as a result of being a public company.

We will continue to incur significant legal, accounting and other expenses as a result of being a public company. Although we will incur costs each year associated with being a publicly traded company, it is possible that our actual costs of being a publicly traded company will vary from year to year and may be different than our estimates. In estimating these costs, we take into account expenses related to insurance, legal, accounting and compliance activities.

Furthermore, the need to maintain the corporate infrastructure demanded of a public company may divert management's attention from implementing our growth strategy, which could prevent us from improving our business, results of operations and financial condition. We have made, and will continue to make, changes to our internal controls and procedures for financial reporting and accounting systems to meet our reporting obligations in order to become a U.S. publicly traded company. However, the measures we take may not be sufficient to satisfy our obligations as a publicly traded company.

Any future or current litigation could have a material adverse impact on our results of operations, financial condition and liquidity.

From time to time we may be subject to litigation, including, among others, potential shareholder derivative actions. Risks associated with legal liability are difficult to assess and quantify, and their existence and magnitude can remain unknown for significant periods of time. To date we have obtained directors and officers liability ("D&O") insurance to cover some of the risk exposure for our directors and officers**.** Such insurance generally pays the expenses (including amounts paid to plaintiffs, fines, and expenses including attorneys' fees) of officers and directors who are the subject of a lawsuit as a result of their service to us. There can be no assurance that we will be able to continue to maintain this insurance at reasonable rates or at all, or in amounts adequate to cover such expenses should such a lawsuit occur. Our Constitution requires us to indemnify our officers and directors involved in such a legal action to the extent permitted by the *Corporations Act 2001* (Cth), or the "Corporations Act". Without D&O insurance, the amounts we would pay to indemnify our officers and directors should they be subject to legal action based on their service to us could have a material adverse effect on our financial condition, results of operations and liquidity. Such lawsuits, and any related publicity, may result in substantial costs and, among other things, divert the attention of management and our employees. An unfavorable outcome in any claim or proceeding against us could have a material adverse impact on our financial position and results of operations for the period in which the unfavorable outcome occurs, and potentially in future periods.

Further, any settlement announced by us may expose us to further claims against us by third parties seeking monetary or other damages which, even if unsuccessful, would divert management attention from the business and cause us to incur costs, possibly material, to defend such matters, which could have a material adverse impact on our financial position.

Federal, state and local or Australian tax rules may adversely impact our results of operations and financial position.

We are subject to federal, state and local taxes in the U.S., as well as federal and state taxes in Australia in respect to our operations in Australia. Although we believe our tax estimates are reasonable, if the Internal Revenue Service or other taxing authority disagrees with the positions, we have taken on our tax returns, we could face additional tax liability, including interest and penalties. If material, payment of such additional amounts upon final adjudication of any disputes could have a material impact on our results of operations and financial position. In addition, complying with new tax rules, laws or regulations could impact our financial condition, and increases to federal or state statutory tax rates and other changes in tax laws, rules or regulations may increase our effective tax rate. Any increase in our effective tax rate could have a material impact on our financial results.

Our management, board and advisors control a large block of our Ordinary Shares.

As of June 30, 2022, members of our management team and board beneficially own approximately 31.4% of our outstanding Ordinary Shares, Performance Rights and Options. In addition, two shareholders own between them approximately 19.4% of our outstanding Ordinary Shares and Performance Rights. As such, management and these shareholders own approximately, in the aggregate, 28.5% of our voting power. As a result, management and the aforementioned shareholders may have the ability to control substantially all matters submitted to our shareholders for approval including:

- Election of our directors;
- Removal of any of our directors;
- Amendment of our Constitution; and
- Adoption of measures that could delay or prevent a change in control or impede a merge, takeover or other business combination involving us.

In addition, management's and the aforementioned shareholders' stock ownership may discourage a potential acquirer from making a takeover offer or otherwise attempting to obtain control of us, which in turn could reduce our stock price or prevent our shareholders from realizing a premium over our stock price.

Risks Related to Ownership of our ADSs

We are subject to risks associated with currency fluctuations, and changes in foreign currency exchange rates could impact our results of operations.

Our Ordinary Shares are quoted in Australian dollars on the ASX and the ADSs are quoted in U.S. dollars. In the past year, the Australian dollar has generally weakened against the U.S. dollar; however, this trend may not continue and may be reversed. As such, any significant change in the value of the Australian dollar may have a negative effect on the value of the ADSs in U.S. dollars. In addition, if the Australian dollar weakens against the U.S. dollar, then, if we decide to convert our Australian dollars into U.S. dollars for any business purpose, appreciation of the U.S. dollar against the Australian dollar would have a negative effect on the U.S. dollar amount available to us. While we engage in limited hedging transactions to manage our foreign exchange risk, these activities may not be effective in limiting or eliminating foreign exchange losses. To the extent that we need to convert U.S. dollars into Australian dollars for our operations, appreciation of the Australian dollar against the U.S. dollar would have a negative effect on the Australian dollar amount we would receive from the conversion. Consequently, appreciation or depreciation in the value of the Australian dollar relative to the U.S. dollar would affect our financial results reported in U.S. dollar terms without giving effect to any underlying change in our business or results of operations. As a result of such foreign currency fluctuations, it could be more difficult to detect underlying trends in our business and results of operations.

Australian takeover laws may discourage takeover offers being made for us or may discourage the acquisition of a significant position in our Ordinary Shares the ADSs.

We are incorporated in Australia and are subject to the takeover laws of Australia. Among other things, we are subject to the Corporations Act. Subject to a range of exceptions, the Corporations Act prohibits the acquisition of a direct or indirect interest in our issued voting shares if the acquisition of that interest will lead to a person's voting power in us increasing to more than 20%, or increasing from a starting point that is above 20% and below 90%. Australian takeover laws may discourage takeover offers being made for us or may discourage the acquisition of a significant position in our Ordinary Shares. This may have the ancillary effect of entrenching our Board and may deprive or limit our shareholders' opportunity to sell their Ordinary Shares and may further restrict the ability of our shareholders to obtain a premium from such transactions.

Our Constitution and Australian laws and regulations applicable to us may adversely affect our ability to take actions that could be beneficial to our shareholders.

As an Australian company we are subject to different corporate requirements than a corporation organized under the laws of the United States. Our Constitution, as well as the Corporations Act, sets forth various rights and obligations that apply to us as an Australian company and which may not apply to a U.S. corporation. These requirements may operate differently than those of many U.S. companies. You should carefully review the summary of these matters set forth under "Description of Share Capital" as well as our Constitution, which is included as an exhibit to this annual report.

We currently report our financial results under IFRS, which differs in certain significant respect from U.S. generally accepted accounting principles, or U.S. GAAP.

Currently we report our financial statements under IFRS. There have been and there may in the future be certain significant differences between IFRS and U.S. Generally Accepted Accounting Principles ("U.S. GAAP"), including differences related to revenue recognition, intangible assets, share-based compensation expense, income tax and earnings per share. As a result, our financial information and reported earnings for historical or future periods could be significantly different if they were prepared in accordance with U.S. GAAP. In addition, we do not intend to provide a reconciliation between IFRS and U.S. GAAP unless it is required under applicable law. As a result, you may not be able to meaningfully compare our financial statements under IFRS with those companies that prepare financial statements under U.S. GAAP.

As a foreign private issuer, we are exempt from a number of rules under the U.S. securities laws and are permitted to file less information with the SEC than a U.S. company.

We are a foreign private issuer, as defined in the SEC's rules and regulations and, consequently, we are not subject to all of the disclosure requirements applicable to public companies organized within the United States. For example, we are exempt from certain rules under the Exchange Act that regulate disclosure obligations and procedural requirements related to the solicitation of proxies, consents or authorizations applicable to a security registered under the Exchange Act, including the U.S. proxy rules under Section 14 of the Exchange Act. In addition, our senior management and directors are exempt from the reporting and "short-swing" profit recovery provisions of Section 16 of the Exchange Act and related rules with respect to their purchases and sales of our securities. Moreover, while we currently make annual and semi-annual filings with respect to our listing on the ASX and expect to file financial reports on an annual and semi-annual basis, we will not be required to file periodic reports and financial statements with the SEC as frequently or as promptly as U.S. public companies and will not be required to file quarterly reports on Form 10-Q or current reports on Form 8-K under the Exchange Act. In addition, foreign private issuers are not required to file their annual report on Form 20-F until 4 months after the end of each fiscal year. Accordingly, there may be less publicly available information concerning our company than there would be if we were not a foreign private issuer.

As a foreign private issuer, we are permitted to adopt certain home country practices in relation to corporate governance matters that differ significantly from Nasdaq corporate governance listing standards and these practices may afford less protection to shareholders than they would enjoy if we complied fully with Nasdaq corporate governance listing standards.

As a foreign private issuer listed on NASDAQ, we will be subject to their corporate governance listing standards. However, NASDAQ rules permit foreign private issuers to follow the corporate governance practices of its home country. Some corporate governance practices in Australia may differ from NASDAQ corporate governance listing standards. For example, we could include non-independent directors as members of our Remuneration and Nomination committees, and our independent directors may not necessarily hold regularly scheduled meetings at which only independent members of the Board are present. Currently, we intend to follow home country practice to the maximum extent possible. Therefore, our shareholders may be afforded less protection than they otherwise would have under corporate governance listing standards applicable to U.S. domestic issuers. For an overview of our corporate governance practices, see "Management."

We may lose our foreign private issuer status in the future, which could result in significant additional cost and expense.

While we currently qualify as a foreign private issuer, the determination of foreign private issuer status is made annually on the last business day of an issuer's most recently completed second fiscal quarter and, accordingly, our next determination will be made on June 30, 2022. In the future, we would lose our foreign private issuer status if we to fail to meet the requirements necessary to maintain our foreign private issuer status as of the relevant determination date. For example, if 50% or more of our securities are held by U.S. residents and more than 50% of our senior management or directors are residents or citizens of the United States, we could lose our foreign private issuer status. As of June 30, 2022, approximately 13% of our outstanding Ordinary Shares (including Ordinary Shares in the form of ADSs) are held by U.S. residents.

The regulatory and compliance costs to us under U.S. securities laws as a U.S. domestic issuer may be significantly more than costs we incur as a foreign private issuer. If we are not a foreign private issuer, we will be required to file periodic reports and registration statements on U.S. domestic issuer forms with the SEC, which are more detailed and extensive in certain respects than the forms available to a foreign private issuer. We would be required under current SEC rules to prepare our financial statements in accordance with U.S. GAAP rather than IFRS, and modify certain of our policies to comply with corporate governance practices required of U.S. domestic issuers. Such conversion of our financial statements to U.S. GAAP would involve significant time and cost. In addition, we may lose our ability to rely upon exemptions from certain corporate governance requirements on U.S. stock exchanges that are available to foreign private issuers such as the ones described above and exemptions from procedural requirements related to the solicitation of proxies.

We are an "emerging growth company" under the JOBS Act and will be able to avail ourselves of reduced disclosure requirements applicable to emerging growth companies, which could make our Ordinary Shares or the ADSs less attractive to investors.

We are an "emerging growth company," as defined in the JOBS Act, and we intend to take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not "emerging growth companies," including not being required to comply with the auditor attestation requirements of Section 404(b) of the Sarbanes-Oxley Act, and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and shareholder approval of any golden parachute payments not previously approved. In addition, Section 107 of the JOBS Act also provides that an emerging growth company can take advantage of the extended transition period provided in Section 7(a)(2)(B) of the Securities Act, for complying with new or revised accounting standards. We will not take advantage of the extended transition period provided under Section 7(a)(2)(B) of the Securities Act for complying with new or revised accounting standards.

We cannot predict if investors will find the Ordinary Shares or ADSs less attractive because we may rely on these exemptions. If some investors find the Ordinary Shares or ADSs less attractive as a result, there may be a less active trading market for the Ordinary Shares or ADSs and the price of the Ordinary Shares or ADSs may be more volatile. We may take advantage of these exemptions until such time that we are no longer an emerging growth company. We would cease to be an emerging growth company upon the earliest to occur of (i) the last day of the fiscal year in which we have more than US$1.07 billion in annual revenue; (ii) the last day of the fiscal year in which we qualify as a "large accelerated filer"; (iii) the date on which we have, during the previous three-year period, issued more than US$1.0 billion in non-convertible debt securities; and (iv) the last day of the fiscal year in which the fifth anniversary of our IPO occurred.

If we are a passive foreign investment company, there could be adverse U.S. federal income tax consequences to U.S. holders.

Based on the nature and composition of our income, assets, activities and market capitalization for our taxable year ended June 30, 2020, we believe that we were not classified as a passive foreign investment company, or "PFIC", for the taxable year ended June 30, 2020. Based on the nature and composition of our income, assets, activities and market capitalization for our taxable year ended June 30, 2021, we believe that we would not be classified as a PFIC for the taxable year ended June 30, 2021. However, there can be no assurance that we will not be considered a PFIC in any past, current or future taxable year. A separate determination must be made after the close of each taxable year as to whether we are a PFIC for that year. As a result, our PFIC status may change from year to year. Our status as a PFIC will depend on the composition of our income (including whether we receive certain grants or subsidies and whether such amounts will constitute gross income for purposes of the PFIC income test) and the composition and value of our assets, which may be determined in large part by reference to the market value of the ADSs and our Ordinary Shares, which may be volatile, from time to time. Our status may also depend, in part, on how quickly we utilize the cash proceeds from our IPO in our business. Our U.S. counsel expresses no opinion regarding our conclusions or our expectations regarding our PFIC status.

Under the Code, a non-U.S. company will be considered a PFIC for any taxable year in which (1) 75% or more of its gross income consists of passive income or (2) 50% or more of the average quarterly value of its assets consists of assets that produce, or are held for the production of, passive income. For purposes of these tests, passive income includes dividends, interest, gains from the sale or exchange of investment property and certain rents and royalties. In addition, for purposes of the above calculations, a non-U.S. corporation that directly or indirectly owns at least 25% by value of the shares of another corporation is treated as if it held its proportionate share of the assets and received directly its proportionate share of the income of such other corporation. If we are a PFIC for any taxable year during which a U.S. holder (as defined below in the section titled "Material United States Federal Income Tax and Australian Tax Considerations—Material United States Federal Income Tax Considerations") holds our Ordinary Shares or ADSs, we will continue to be treated as a PFIC with respect to such U.S. holder in all succeeding years during which the U.S. holder owns the Ordinary Shares or ADSs, regardless of whether we continue to meet the PFIC test described above, unless the U.S. holder is eligible to make and makes a mark-to-market election or makes a specified election once we cease to be a PFIC. If we are classified as a PFIC for any taxable year during which a U.S. holder holds our Ordinary Shares or ADSs, the U.S. holder may be subject to adverse tax consequences regardless of whether we continue to qualify as a PFIC, including ineligibility for any preferred tax rates on capital gains or on actual or deemed dividends, interest charges on certain taxes treated as deferred, and additional reporting requirements. For further discussion of the PFIC rules and the adverse U.S. federal income tax consequences in the event we are classified as a PFIC, see "Material United States Federal Income Tax and Australian Tax Considerations—Material United States Federal Income Tax Considerations."

If a United States person is treated as owning at least 10% of our Ordinary Shares, such holder may be subject to adverse U.S. federal income tax consequences.

If a U.S. holder is treated as owning, directly, indirectly or constructively, at least 10% of the value or voting power of our Ordinary Shares or ADSs, such U.S. holder may be treated as a "United States shareholder" with respect to each "controlled foreign corporation" in our group, if any. Our current U.S. subsidiary and any future newly formed or acquired U.S. and non-U.S. subsidiaries will be treated as controlled foreign corporations, regardless of whether we are treated as a controlled foreign corporation. A United States shareholder of a controlled foreign corporation may be required to annually report and include in its U.S. taxable income its pro rata share of "Subpart F income," "global intangible low-taxed income" and investments in U.S. property by controlled foreign corporations, regardless of whether we make any distributions. An individual that is a United States shareholder with respect to a controlled foreign corporation generally would not be allowed certain tax deductions or foreign tax credits that would be allowed to a United States shareholder that is a U.S. corporation. Failure to comply with controlled foreign corporation reporting obligations may subject a United States shareholder to significant monetary penalties. We cannot provide any assurances that we will furnish to any United States shareholder information that may be necessary to comply with the reporting and tax paying obligations applicable under the Controlled Foreign Corporation Rules of the Code. U.S. holders should consult their tax advisors regarding the potential application of these rules to their investment in our Ordinary Shares or ADSs.

Our failure to meet the continued listing requirements of NASDAQ could result in a delisting of the ADSs.

If, after listing, we fail to satisfy the continued listing requirements of NASDAQ, such as the corporate governance requirements or the minimum closing bid price requirement, NASDAQ may take steps to delist the ADSs. Such a delisting would likely have a negative effect on the price of the ADSs and would impair your ability to sell or purchase our ADSs when you wish to do so. In the event of a delisting, we can provide no assurance that any action taken by us to restore compliance with listing requirements would allow the ADSs to become listed again, stabilize the market price or improve the liquidity of our common stock, prevent the ADSs from dropping below the NASDAQ minimum bid price requirement or prevent future non-compliance with NASDAQ's listing requirements.

We have received a notice from NASDAQ of non-compliance with its minimum bid price rules.

On June 24, 2022, we received a written notification (the "Notice Letter") from NASDAQ indicating that we were not in compliance with NASDAQ Listing Rule 5450(a)(1), as the closing bid price for our Common Stock was below the $1.00 per share requirement for the last 30 consecutive business days. The Notice Letter stated that we have 180 calendar days, or until December 21, 2022 (the "Initial Compliance Period"), to regain compliance with the minimum bid price requirement. In accordance with NASDAQ Listing Rule 5810(c)(3)(A), we can regain compliance if the closing bid price of our Common Stock is at least $1.00 for a minimum of 10 consecutive business days.

In the event that we do not regain compliance with Listing Rule 5450(a)(1) prior to the expiration of the compliance period, we will receive written notification that our securities are subject to delisting. At that time, we may appeal the delisting determination to a hearings panel pursuant to the procedures set forth in the applicable NASDAQ Listing Rules. A delisting of our Common Stock would have an adverse effect on the market liquidity of our Common Stock and, as a result, the market price for our Common Stock could become more volatile. Further, a delisting also could make it more difficult for us to raise additional capital. We intend to monitor the closing bid price of our common stock and may conduct a reverse stock split, if necessary, to regain compliance with the NASDAQ bid price rule.

ITEM 4. INFORMATION ON THE COMPANY

A. History and Development of the Company

Our legal and commercial name is Advanced Health Intelligence Ltd (formerly known as Advanced Human Imaging Ltd). We were incorporated on October 1, 2014 as "Shrinkme Pty Ltd" under the Corporations Act (Australia). On February 17, 2015 we changed our name to "MyFiziq Pty Ltd" and on June 12, 2015 we changed our name to "MyFiziq Limited" and accordingly changed our status to a public company. On March 5, 2021, we changed our name to "Advanced Human Imaging Ltd." On December 8, 2022, we changed our name to "Advanced Health Intelligence Ltd".

Our registered office and our principal executive offices and headquarters are located at 71-73 South Perth Esplanade, Unit 5, South Perth, WA 6151, Australia and our phone number is +61 8 9316 9100. We maintain a corporate website at www.ahi.tech. The information in our website is not incorporated by reference into this annual report.

Subsequent to year end, AHI entered into a definitive arrangement agreement (the "**Arrangement Agreement**") with wellteq Digital Health Inc. (CSE: WTEQ) (OTCQB: WTEQF), ("**wellteq**"), on September 2, 2022, whereby AHI will acquire all of the outstanding shares of wellteq in an all-share acquisition (the "**Transaction**"). Pursuant to the terms of the Arrangement Agreement, wellteq shareholders will receive one (1) ordinary share of AHI (an "**AHI Share**") for every six (6) wellteq common shares (a "**wellteq Share**") held (or 0.1667 AHI Shares for every 1 wellteq Share). AHI will issue a total of approximately 17,811,508 AHI shares in total consideration for 100% of wellteq's issued shares. Following completion of the Transaction, wellteq shareholders in aggregate will hold approximately 9.573% of AHI's issued capital.

Pursuant to the terms of the Arrangement Agreement, AHI will acquire 100% of the outstanding wellteq Shares by way of a plan of Arrangement (the "**Arrangement**") under the Business Corporations Act (British Columbia). In consideration for the wellteq Shares, AHI will issue one (1) AHI Share for every six (6) wellteq Shares outstanding at the effective time of the Arrangement, equal to 0.1667 AHI Shares for every one (1) wellteq Share.

On November 24, 2022, a special meeting of wellteq shareholders voted 100% of the votes cast to approve the Arrangement. Following this over whelming vote of wellteq shareholders, on November 30, 2022, the Supreme Court of British Columbia, Canada, approved the Transaction.

The wellteq Arrangement Agreement was completed on December 6, 2022, which saw the issue of 17,804,587 ordinary shares in the Company on December 6, 2022, in favour of the wellteq shareholders as consideration shares valued at A$1,673,631. At November 30, 2022, wellteq had an (unaudited) net liability position of A$741,061, suggesting provisional intangible assets acquired of A$2,414,692. Given the proximity of transaction completion to the date of the financial report, included in this annual report, the initial accounting for the business combination, including the determination of the fair value of any identifiable intangible assets acquired, is incomplete.

On February 2, 2022, AHI announced that it had entered into a binding term sheet with digital health provider Vertica Health (PTY) Ltd ("Vertica") in relation to the integration of AHI's CompleteScan SDK with Vertica's digital health products.

Further details of Vertica's products and the proposed integration with AHI's CompleteScan are set out in the February 2, 2022 announcement.

The proposed integration is progressing well, and AHI has acquired Vertica to bring Vertica's software products into AHI for use with other B2B customers and partners of AHI.

The consideration payable by AHI for the proposed acquisition will comprise:

- cash payments totaling US$600,000, comprising:
    - US$100,000 payable on closing;
    - US$250,000 payable 1 year from closing; and
    - US$250,000 payable 2 years from closing; and
- 1,500,000 AHI shares, escrowed for 24 months from issue.

AHI concluded a share sale agreement on August 5, 2022 to acquire 100% of Vertica Health.

Given the value of the consideration payable, AHI doesn't consider that the acquisition is material (in the context of AHI's market capitalization and net asset position) to warrant an announcement to the market under LR 3.1. However, as part of the consideration involves an issue of shares, AHI released an Appendix 3B to the market to satisfy LR 3.10.3.

The projected increase in consolidated total assets due to the Vertica transaction is equal to the value of the proposed consideration payable to acquire Vertica, comprising US$100,000 in cash on closing (offset by a corresponding reduction in AHI's existing cash to pay this amount), US$500,000 in deferred cash consideration and 1,500,000 AHI shares (subject to 24 months voluntary escrow) valued at the current market price of 12c per share.

AHI is budgeting for an increase of approximately A$80,000 per month to working capital costs as a result of the Vertica transaction. Vertica does not currently generate material revenues or profits, so AHI does not forecast any material increases to these numbers in its P&L statement in the near term as a result of the proposed acquisition of Vertica.

On February 15, 2022 the Company appointed Nick Prosser as the interim Non-executive Chairman. Additionally, Katherine Iscoe Ph.D., Co-Founder, and former Chief Executive Officer of the Company was appointed as Executive Director and Chief Executive Officer. Concurrently, Vlado Bosanac left his role as Chief Executive Officer and moved to a full-time strategic role as Head of Strategy and Revenue Growth.

Our capital expenditures for 2022, 2021, and 2020 amounted to approximately A$86,269, A$23,453 and A$62,372, respectively. These expenditures were primarily for IT equipment. Since the start of the 2017 financial year, AHI has incurred R&D expenses in excess of A$8.0 million, relating to the development of our applications and technologies. We intend to continue to invest in our R&D capabilities to extend our platform and bring our measurement and biometrics technologies to a broader range of applications.

B. Business Overview

Overview

AHI delivers scalable health assessment, risk stratification and digital triage to healthcare providers, insurers, employers and government agencies.

Since 2014, AHI has been delivering Health-tech innovation using smartphones, starting with the world's first on-device body dimensioning capability. AHI has developed and been issued global patents in all major markets, securing and bringing forth the next frontier in digitising healthcare with a suite of componentized solutions.

AHI has assembled a world-class team of machine learning, AI, and computer vision experts along with medically trained data scientists to develop the world's most comprehensive mobile-phone-based risk assessment tool culminating in:

- Body dimension and composition assessment to identify the comorbidities of obesity, such as diabetes risk estimates.
- Blood biomarker prediction, including HbA1C, HDL, LDL, and 10-year mortality risk.
- Transdermal Optical Imaging to return vital signs and cardiovascular disease risk estimates.
- On-device dermatological skin identification with over 588 skin conditions across 133 categories (Inc. Melanoma).
- Personalised therapeutic and non-therapeutic health coaching to improve daily habits and build health literacy.

With a focus on impact at scale, AHI is proud to showcase this milestone in digital healthcare transformation, delivering a biometrically-driven triage solution, all accessible on and via a smartphone. With these advanced technologies, AHI helps its partners escalate high-risk patients into right-care pathways for proactive health management at a population scale.

This delivery of proprietary capabilities ushers forth an era of cost-effective health accessibility for billions of smartphone users worldwide. In doing so, AHI endeavours to put the power of possibilities in the hands of global communities, empowering people to take control of their journey to better health outcomes.

We have developed and patented a proprietary measurement/dimensioning technology that enables a User to check, track, and accurately assess their body dimensions and chronic disease risk markers privately using only a smartphone. We refer to this physical measurement and analytics tool as "*BodyScan*." We have global customers/partners ("Partners") who utilize our technology through our proprietary SDKs. Our global Partners have substantial audiences that they address, and from those underlying audiences, individual User(s) ("User(s)") gain access via, the Partners' software programs/apps that embed our technology components. Our global Partners currently include companies within the following sectors: (i) mobile health ("mHealth"), Telehealth, and Wellness; (ii) Life and Health Insurance; and (iii) Fitness Industry.

Our patented technology allows our Partners to supply individual Users, via our automated technology, the ability to take a series of images of themselves using a smartphone, which delivers accurate and repeatable measurements across an individual's entire body. These measurements allow the individual to understand his/her dimensions and the physical changes that they are undergoing through, exercise and lifestyle modification. Further, the images that we capture also provide the individuals with an understanding of their potential health risks related to certain chronic diseases (including but not limited to obesity and diabetes) and using the global standards measurements set by the World Health Organization ("WHO"), and the International Diabetes Federation ("IDF"). Once the image capture sequence is completed, it supplies those measurements to the Partner's application, whose contract with the User then determines the manner in which it analyzes/reports the data and/or the potential health risk to the User. We are distributing our technology globally to assist individuals, communities and populations live healthier lives via our B2B2C capabilities.

The above images illustrate the various AHI technologies.

Recent technology advances have provided opportunities for complex mathematical problems to be solved directly on a User's smartphone, rather than limiting that computation to the Cloud. Modern devices produced by companies such as Apple, Samsung and Google now have AI-focused chipsets utilizing platforms such as CoreML and Tensorflow to process data at lightning speeds. We see the opportunity to harness these ongoing technology improvements to lower latency, increase security and privacy, improve reliability and reduce operational costs of our core services. Our overarching technology strategy has been to take advantage of this hardware-accelerated performance, specifically by utilizing on-device general purpose Graphic Processing Units ("GPU") found on today's modern devices.

In Cloud-based systems, data transfer/retention is a potential impediment. Data must be sent to, and then processed in, the Cloud, thus adding additional latency and disclosure risk to the overall process. On-device computing eliminates the necessity of a roundtrip to the Cloud and permits near zero-latency. This process greatly improves User experience and allows for near real-time interaction with the service. Running directly on-device additionally negates the side-effects of Cloud-based interference. In areas where connectivity is sub-optimal, such as rural areas, having analytic models on-device means that processing results can be generated locally, quickly and securely.

As sensitive data does not need to be sent or maintained in the Cloud, there are fewer opportunities to exploit any potential vulnerabilities, thereby providing increased security and privacy for Users. This security is critically important in a world where data sovereignty, residency, and retention are a major concern for Users and under increased protective global legislation.

By focusing on leveraging the estimated 3.7 billion devices capable of running AI inference and analysis on-device, we are able to slash the costs associated with Cloud-based analytics and inference, bandwidth and retention/storage concerns. As our user base scales, implementing machine learning on-device will mitigate the expense of expertise and time needed to implement and maintain a Cloud-based solution.

In 2022 AHI acquired South African based Vertica Health and CSE listed wellteq Digital Health Inc. AHI has expanded its ability to deliver a non-invasive, highly accurate and privacy-sensitive healthcare and biometric solutions that generate results to the user within seconds. We leverage the power of machine-learning and computer vision to analyze images, detect pose and joint features, and create non-personally identified data for measurement estimation relating to health risk for early triaging of health risk. We further take advantage of dedicated GPU libraries such as TensorFlow Lite (Android) and Metal (Apple) to run prediction models, which have been trained with a substantial and diverse human data set from around the globe and which are able to process multiple captured images in fractions of a second. The result is a solution that runs on-device and does not sacrifice speed, security or privacy. Images and private information never leave the phone, ensuring security and privacy standards are met across global regions. This process allows us to produce what we believe to be exceptional results and simplify the output of useful, reliable, digital assessments based on an individual's data captured privately and conveniently on their own device.

Our *BodyScan* application has been developed over 8 years through the development of our proprietary image capturing and analysis system. We have refined this process utilizing a proprietary data collection exercise conducted by the company, which involved over 7,000 individuals across Australia, Taipei, Thailand and Malaysia. This multinational data set of ethnicities was used to train and to enrich our machine-learning protocols and to improve the accuracy and repeatability of the *BodyScan* system. We have further enhanced the use case by adopting a number of predetermined and published markers for some chronic diseases, set by the WHO, and the IDF. According to the WHO, these chronic, non-communicable diseases relate to 71% of deaths each year. We have developed and built the application's patented capturing system, in line with the WHO and IDF measurement guidelines for the assessment and identification of biomarkers of these chronic diseases, such as Type 2 Diabetes. Whether it be an iOS or an Android application on the smartphone of any user, we provide our Partners and their Users with the following biometric data points:

- Anthropometric Measurements (*BodyScan*);
- Body Composition: Total Body Fat %, (*BodyScan*);
- Primary Markers of Chronic disease – Type 2 Diabetes, Obesity, Cardiovascular Disease (*BodyScan* and *FaceScan combined*);
- Primary Health Markers – Waist-to-Hip Ratio, Waist-to-Height, Waist Circumference, (*BodyScan*); and
- Dermatological conditions – 588 skin conditions across 133 categories, (*DermaScan*).

It is our mission to deliver an easy-to-use, early warning and health assessment tool for our Partners to supply to individuals, governments and healthcare organizations, enabling Users to take control of and to understand the health risks which they pose to themselves, which they may be unaware of. Having the opportunity to combine measurement data with other biometric data sets widens the utility and importance of our technology through multiple business segments.

We believe that our technology is unique and has been independently validated for accuracy and repeatability by doctors and professors from leading universities and research organizations around the world, including Professor Timothy Ackland PhD, Professor of Applied Anatomy and Biomechanics, The University of Western Australia, Dr. Erwin Christianto MD MSc, Physician & Clinical Nutrition Specialist, Eka Hospital Pekanbaru Indonesia, and Dr. Alisa Nana PHD, Sports Science and Technology Mahidol University Thailand.

With the increased requirement of medical surveillance and remote healthcare services due to the COVID-19 pandemic, we have strategically acquired, partnered and invested into the expansion of our information capturing capabilities with the addition of vital signs data (*FaceScan*) using transdermal optical imaging ("TOI") allowing AHI to develop a *Health Risk Assessment Report* (HRA) which provides an expanded risk assessment to individuals via our technology partners through the Vertica acquisition. Vertica has created some scientifically validated algorithmic assets that leverage smartphone sensor data, obtainable in conjunction with AHI's *BodyScan* and *FaceScan*, to produce a range of additional measures related to human mortality and morbidity risk. By leveraging Vertica's clinical and scientific experience, Vertica has integrated a multitude of prominent international peer-reviewed research publications towards causally understanding and modelling human lipid metabolism and metabolic syndrome progression. These measures include, digital blood lipid biomarkers (Total Cholesterol, LDL Cholesterol, HDL-C Cholesterol, and triglyceride levels), inflammation biomarker, C-reactive protein, visceral adiposity index (VAI), lipid accumulation product (LAP), cardiorespiratory fitness, fasting blood glucose, an estimated number of metabolic syndrome components present in the individual, brachial-ankle pulse wave velocity (which is a measure of cumulative damage of the circulatory system), and 10-year cardiovascular disease risk.

AHI has also further expanded into a dermatological AI platform which provides information to identify and assess 588 known skin conditions across 133 categories (*DermaScan*). *DermaScan* is a software application using artificial intelligence to perform patient-specific analyses of skin conditions. *DermaScan* is intended to be used as a second opinion tool for healthcare professionals to support the diagnosis of skin conditions but does not provide a definitive diagnosis. A definitive diagnosis should only be performed in a healthcare professional's environment with the patient present. User error can potentially lead to limitations of the product, as *DermaScan* requires good quality images of the skin condition the User is analyzing, as well as a series of questions to be answered specific to the User and the skin condition in question. It is important the User provides images of good quality and accurately provides information as prompted to do so. Accuracy of services will vary depending on the quality of image presented as well as the quality of this information provided.

Business Model

We operate a business-to-business ("B2B"), Digital Health as a Service ("dHaaS") model and revenue is generated on both a subscription basis as well as on demand-use basis. The overall mercantile business model is one-to-one-to-many, whereby our sales channel customers are business Partners who have the relationship with the end User, and whereby our technology is embedded into our Partner's application that is made available to the Users on terms set by those two parties, thereby allowing User privacy data on the User smartphone and agreed data retention in the Partner's ecosystem. We believe this B2B, dHaaS model enables lower overhead and allows AHI to leverage our Partners' sales forces in an efficient and economical way. Our go-to-market strategy makes our business model highly scalable without the need for large corporate overhead, which cost-saving element will help to facilitate better operating margins as we increase the number of our Partners and as they scale the number of their Users. We have a pricing model which can be adjusted downward depending on scale (User volume) undertaken by the Partner.

Our technology has been both designed and developed to augment Partner applications via white label applications or individual SDKs, enabling rapid integration opportunities for both native and hybrid solutions. Through the licensing of the use of our technology, Partners have the ability to effortlessly select the appropriate SDK components and then to customize these solutions to fit their own brands and needs. The Partner's public cloud provider manages all of our Partners' hardware and traditional software, including middleware, application software, and security. Accordingly, our offering allows flexibility and pricing scale reductions for our Partners as their User scale increases. AHI works with its Partners on the contractual remuneration and service basis involving a per-use, up front block pricing, annual subscription or license fees. This choice is determined with the Partner at the time of engagement depending on the use case and User volume provided by the Partner.

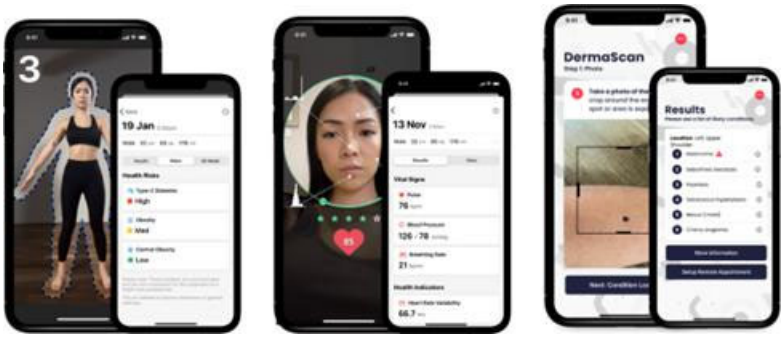
We are selective in our choice of sales channel Partner, favoring companies who have a global outreach with large pre-existing User bases. When identifying a potential Partner, we take into account the current digital environment developed by the Partner and its applicability to the SDK offering we have developed. We also consider other factors such as available user base, market reach and time-to-market with the Partner's digital team.

MultiScan Platform Capability

AHI offers a growing suite of human scanning solutions using a smartphone. This MultiScan Platform, called *CompleteScan*, currently includes *BodyScan*, *FaceScan*, and *DermaScan*.

Our MultiScan SDKs are embedded inside a Partner's smartphone application(s) on both iOS and Android platforms to facilitate this multi-scan approach.

The MultiScan SDKs simplify many actions: User authorization, registering billing events, downloading remote assets, starting a new scan, returning results, and payment registration, all from a single interface/abstraction layer. These functions ensure that scans are easily integrated and correctly billed based on contractual agreements.



The above guide images various screens of the MultiScan suite.

Key MultiScan Technology Components

- *BodyScan*, supplied via our patented technology, provides body circumference, body composition (total body fat %), and specific health indicators relating to (including Type 2 Diabetes risk, as well as obesity and central obesity risk) which have a direct correlation to the chronic diseases we wish to assist our partners in managing.

- *FaceScan,* supplied by a license with NuraLogix Corporation ("NuraLogix"), provides vital signs data, including blood pressure and heart rate, as well as health indicators, including cardiovascular disease risk, heart attack risk, and stroke risk. We have a technology use agreement and a reseller agreement with NuraLogix for the sale and distribution of our combined offering.

- *Health Risk Assessment Report* (HRA) provides an expanded risk assessment to individuals via our technology. AHI has scientifically validated algorithmic assets that leverage smartphone sensor data, obtainable in conjunction with AHI's *BodyScan* and *FaceScan*, to produce a range of additional measures related to human mortality and morbidity risk. By leveraging these combined captures, we are able to model metabolism and metabolic syndrome progression. These measures include, digital blood lipid biomarkers (Total Cholesterol, LDL Cholesterol, HDL-C Cholesterol, and triglyceride levels), inflammation biomarker, C-reactive protein, visceral adiposity index (VAI), lipid accumulation product (LAP), cardiorespiratory fitness, fasting blood glucose, an estimated number of metabolic syndrome components present in the individual, brachial-ankle pulse wave velocity (which is a measure of cumulative damage of the circulatory system), and 10-year cardiovascular disease risk.

- *DermaScan*, supplied by a license with Triage Technologies Inc ("Triage"), provides skin disease detection for over 588 skin conditions across 133 major categories. Triage's software application was approved as a class I medical device by Health Canada in June 2020. In April 2021, Triage received confirmation of medical device status in the European Union (EU) and is a CE marked medical device according to the Medical Devices Directive 93/42/EEC. Triage expects to seek FDA approval for its software application in the future. When combined into the *CompleteScan* platform, the AI dermatology engine of Triage will be branded *DermaScan* and can be deployed to mobile devices to scan skin surface and then to assess the relevant skin conditions with simple images taken with that smartphone application. *DermaScan* is a software application using artificial intelligence to perform patient-specific analyses of skin conditions. *DermaScan* is intended to be used as a second opinion tool for healthcare professionals to support the diagnosis of skin conditions but does not provide a definitive diagnosis. A definitive diagnosis should only be performed in a healthcare professional's environment with the patient present. User error can potentially lead to limitations of the product, as *DermaScan* requires good quality images of the skin condition the User is analyzing as well as a series of questions to be answered specific to the User and the skin condition in question. It is important the user provides images of good quality and accurately provides information as prompted to do so. Accuracy of services will vary depending on the quality of image presented as well as the quality of this information provided.

Patented Technology

Our patented technology is the on-device image capture and data processing capability of *BodyScan* and each of our technology providers has its own set of patents.

Significant research and development ("R&D") efforts by AHI have gone into optimizing, testing, and developing proprietary technology to work within smartphones' confines. This R&D includes analyzing and processing phone sensor data, downloading assets remotely to reduce the initial resource size, utilizing hardware acceleration, and implementing machine learning libraries, such as TensorFlow and CoreML.

The result is software that runs on the device without sacrificing speed, security, or privacy. Images and private information do not leave the device without explicit consent from the User to the primary app provider, ensuring global security and privacy concerns are met.

Data Points, Health Risks, and Health Indicators

Each scan returns a unique set of data which is categorized into three layers based on the type of data.

Layer 1 – Individual Data Points

These are the direct outputs from a scan, such as body circumference, diastolic and systolic blood pressure, and heart rate.

Layer 2 – Derived Data

Derived Data is a formula or equation applied to one or more data points. These are labeled "Health Indicators" and include waist-hip ratio, waist-height ratio, and a combined systolic/diastolic blood pressure result.

Layer 3 – Contextual Data

Contextual Data combines individual data points and derived data with a publicly available dataset or study used to predict health risk categorization. Examples include Type 2 Diabetes, Obesity, Hypertension, and Cardiovascular Disease.

As part of the partner integration progress, a data review is conducted to determine what scans and data are required. Documentation is provided to partners throughout this process to explain key concepts, including validation of measurements, disclaimers, research and studies, and understanding risk categorization.

It is important to note that the various scans offered within the MultiScan platform are not offered as a medical device nor as a pure diagnostic; moreover the image and data captures supply individualized data to the Partner in regard to their Users. Depending on the manner in which the Partner utilizes this data for health risk assessment will determine the Partner's requirement to meet regulatory approvals in their operating jurisdictions.

How *BodyScan* Works

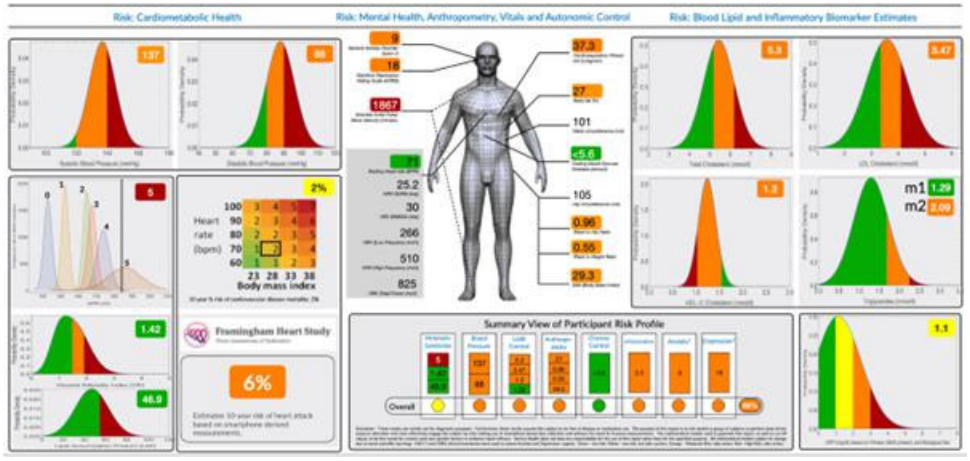
BodyScan's image capture involves taking multiple front and side images of the individual. This process involves entering some basic personal details, such as height, weight, and gender, following a built-in guide provided upon setting up the phone, and then initiating a 10-second countdown for both the front and the side images. Images are processed on the phone and deleted upon the conclusion of the session.

This process is referred to as a "*BodyScan*" or a "Full Body Selfie". The capture process utilizes "burst mode" or continuous shooting capabilities available in most cameras, and smartphones take multiple images using a timer.

The Vertica Acquisition

With the recent acquisition of Vertica, we believe that AHI has vertically positioned itself within the end User value stack, positioning AHI more attractively to global health technology companies currently acquiring digital health assets, through increased data capture within the risk identification stream, and by demonstrating a deeper set of proven data insights.

The *Health Risk Assessment Report* (HRA) provides an expanded risk assessment to individuals via our acquisition of Vertica. Vertica has created some scientifically validated algorithmic assets that leverage smartphone sensor data, obtainable in conjunction with AHI's *BodyScan* and *FaceScan*, to produce a range of additional measures related to human mortality and morbidity risk. By leveraging Vertica's clinical and scientific experience, Vertica has integrated a multitude of prominent international peer-reviewed research publications towards causally understanding and modelling human lipid metabolism and metabolic syndrome progression. These measures include, digital blood lipid biomarkers (Total Cholesterol, LDL Cholesterol, HDL-C Cholesterol, and triglyceride levels), inflammation biomarker, C-reactive protein, visceral adiposity index (VAI), lipid accumulation product (LAP), cardiorespiratory fitness, fasting blood glucose, an estimated number of metabolic syndrome components present in the individual, brachial-ankle pulse wave velocity (which is a measure of cumulative damage of the circulatory system), and 10-year cardiovascular disease risk.



Improved Customer Acquisition - Clients are looking to stratify the use of the different AHI measurement capabilities that have never been available to optimize accuracy, cost and accessability via a mobile device.

FaceScan

AHI has a non-exclusive license to embed and to distribute the NuraLogix transdermal optical imaging (TOI™) capabilities, which has been adapted and embedded within the MultiScan platform as the AHI *FaceScan*. NuraLogix has developed patented technology which utilizes the visual capturing capability of a digital camera to take a 30 second video of the blood flow, in an individual's face, to determine a wide range of physiological and health related parameters such as: heart rate, heart rate variability, blood pressure, stress, cardiovascular disease risks and much more. AHI currently uses the underlying TOI technology via the smartphone camera to extract blood flow information from the translucent skin of a person's face. This information is then processed by advanced machine learning algorithms residing on the cloud-based Affective AI (Artificial Intelligence) Engine called *DeepAffex*™.

Our *BodyScan* image dimensioning capabilities have been combined with *DeepAffex* and TOI to provide a total health screen from a smartphone. The combined digital capabilities of the two companies provides a health screen that can be used regardless of the User's age. The non-invasive, combined solution delivers a far greater suite of risk identification than the User would obtain as individual offerings, and all of this information is processed with complete privacy to the User, culminating in that individual being given information and/or assessments on multiple levels: blood pressure, stress levels, heart rate, heart rate variability, irregular heartbeat, respiratory rates, total body fat, waist to height ratio, waist to hip ratio, cardiovascular disease risk, Type 2 Diabetes risk, stroke risk, obesity/central obesity risk, and metabolic syndrome risk.

The resulting data provides the individual User with the opportunity to understand their personal exposure to these diseases that, according to the WHO fact sheet dated September 16, 2022 titled "Noncommunicable Diseases," cause up to 74% of deaths globally each year, not including the current pandemic.

Our team, with its 'on-device' expertise, intends to advance the AI engine of NuraLogix to be an on-device, ready-to-use application for Users.

DermaScan ™

AHI has a non-exclusive license to embed and to distribute the Triage AI-assisted capabilities, which have been embedded into the AHI on-device camera capabilities and trademarked as *DermaScan*. The advanced dermatological AI system can accurately identify skin conditions from images in seconds. The technology received a U.S. patent for its system in December 2020, with further jurisdictions anticipated to follow.

The AI engine identifies 588 skin conditions in 133 major categories. Importantly, the application can identify all categories of skin cancers. The system covers 133 categories of skin conditions, which covers 99% of the common global dermatological conditions market, and have been built and validated in consultation with leading academic institutions and dermatologists around the world, including Dr. Lisa Kellett (DLK on Avenue, Canada), Dr. Sandy Skotnicki (University of Toronto, Canada), and Dr. Adam Mamelak (Sanova Dermatology, United States). The technology was approved as a class I medical device by Health Canada in June 2020. In April 2021, the technology also received confirmation of medical device status in the European Union (EU) and is a CE marked medical device according to the Medical Devices Directive 93/42/EEC. It is intended to support patients in the early detection as well as monitoring of skin conditions. *DermaScan* is also intended to be used as an early identification tool to support healthcare professionals in the early identification and diagnosis of skin conditions. This then leads to a definitive diagnosis in consultation with a healthcare professional with the patient.

Under the binding Terms Sheet, which was announced on the ASX on October 8, 2020, Triage will license us the Triage AI engine, and the companies will work together to integrate Triage's technology into the *CompleteScan* platform, which also includes NuraLogix's *FaceScan*, and our *BodyScan*. Our team, with its 'on-device' expertise, intends to advance the AI engine of Triage to be an on-device, ready-to-use application for Users.

Triage Agreement

On December 3, 2020, AHI reached an agreement to make a strategic technology investment of US$6 million in Triage over a 14-month period, subject to shareholder approval, (US$3 million in cash and US$3 million in our Ordinary Shares), as part of a strategic plan to expand our service offering. Under the terms of a binding Terms Sheet, all formal documentation for the transaction have been concluded, including, the technology distribution license, shareholder agreements and subscription agreements. The completion of these agreements were announced to the ASX on April 19, 2021.

Application of Our Platform Technology to Multiple Business Segments

We have developed a MultiScan product strategy called *CompleteScan* comprised of: *BodyScan*, *FaceScan*, and *DermaScan*, which unlocks a multitude of biometric markers and risk indicators that enables us to generate new layers of data and cover a full spectrum of indicators for care including, but not limited to, cardiovascular, dermatological and chronic disease identification and prevention. We have designed this multiplatform with flexibility at its core, enabling each type of scan to be implemented either separately or in combination, depending on the partner's and the user's specific requirements. We believe that, due to our diverse and expansive offering, the company does not suffer from seasonality in regard to its use or appeal.

Examples of partner-specific requirements by business segment are below:

mHealth, Telehealth and Wellness:

- Capture patient/User body composition for risks and primary health markers including: Type 2 Diabetes Risk, Obesity / Central Obesity Risk, Metabolic Syndrome Risk, Cardiovascular Disease Risk, Heart Attack Risk, and Stroke Risk either directly with a care provider or via Telehealth calls.

- Capturing and tracking of obesity and patient body compositional changes, including waist circumference, waist-to-hip ratio, and total body fat changes in order to improve obesity medication adherence and engagement by enabling obesity patients to visualize the User's body dimensional changes in real-time, in conjunction with medication, and from the privacy of their own homes.

- Tracking patient/User risk analysis of their susceptibilities to COVID-19 comorbidities from their smart-phone.

- Partner providing a patient/User with insights and virtual telehealth options where biometric markers indicate lower risk, thereby saving money for both the patients/Users and for payors, as well as helping to reduce hospital readmissions and Emergency Room visits.

- Capture biometric markers of clinical trial participants in real time using their smartphones, from the privacy of their own home or elsewhere, saving time for organizers and participants, and costs for trials as equipment and staff costs are reduced.

- Track employee risk of primary health markers from pre-medical visit and throughout their medical journey. When employee results indicate potential risks, targeted intervention programs can then be provided that are unique to the employee.

- Combine our body composition and biometric information with existing wearable and mobile technology to enable real time monitoring of personal risk factors and generate an interception before an accident/incident occurs, customer satisfaction declines, or an employee leaves an employer. For example, through regular *FaceScans* and *BodyScans*, the process can assist in identifying people at risk and assist them with targeted interventions to reduce their risk of musculoskeletal disorders, mental health issues, as well as accidents and incidents.

- Offer health promotions and challenges specific to employee body composition, biometric information and health / fitness / wellness goals.

It is important to note that mHealth is primarily an on-device screening tool that can demonstrate that there is a risk related to various health conditions. It is not a diagnostic tool and while helpful in identifying markers of various indications, it may not identify markers associated with other conditions. Accordingly, other health related issues may still persist if not identified by mHealth.

Life/Health Insurance:

- Capture a potential policyholder's primary health biomarkers including: Type 2 Diabetes, obesity / central obesity risk, metabolic syndrome risk, cardiovascular disease risk, heart attack risk, and stroke risk from their smartphone for underwriting processes.

- Identify at-risk insureds for whom partners can provide targeted interventions in order to lower their risks, enabling them to live longer/better, and to decrease their claim payouts from such risks.

- Offering health promotions and challenges specific to policyholders, based on body composition, biometric information and health/fitness /wellness goals.

- Provide the required data to underwrite a new or existing policy with the appropriate cover in accordance to individual health at the point of assessment.

- Remove the risk associated with inaccurate or untimely self-reported data and thereafter adjust policy cover risk.

- Underwrite dynamically with direct health information via the capture suite provided through a partner application.

Fitness and Wellness

- Tracking User body composition and dimensional changes in line with nutrition and fitness programs in real-time, remotely from a smartphone anywhere in the world.

- Directing new fitness program customers to specific Partner programs based on the User's unique body composition / health goals, integrated with our on-device *BodyScan* app, unlocking a new level of User customization and options through real-time data sharing. Understanding an individual's current biometrics remotely never before been available with such a broad offering. This personalized information is vital in the customer journey both for the training of the individual as well as for the trainer or program supplier. Real-time access to change and results allows the trainers or program suppliers to make informed decisions on what is needed to maintain positive outcomes for the User.

- Utilize *FaceScan*'s vital signs before, during and after workouts to gauge physical intensity without the need for the User to purchase an additional device.

- Tracking User body composition in preparation for personal health goals / competition / tournament / event in which this data plays a key role in improving the outcome.

- Combine body composition with other data sets for new insights; for example, provide aspiring athletes with the ability to understand what the dimensions / body fat measurements are for a particular sport unique to their own body and provide training programs to help them to attain those metrics.

- As part of health checks, provide teams with the ability to understand the key health risks of their players, including risk of cardiovascular disease, heart attack, stroke, obesity, Type 2 Diabetes, and metabolic syndrome.

- The ability to track dimension and composition change is at the core of the fitness industry and serves the primary driver of vanity and change that invokes the expenditure of over a trillion dollars a year into the weight loss and fitness industry.

Market Opportunities by Business Segment

mHealth, Telehealth, and Wellness

Digital technologies are becoming an essential resource for remote medicine and personalized care for individuals and groups. mHealth, Telehealth, and Wellness is a large market with a reliance on the innovative technology present in smartphones becoming cheaper and more accessible to a global audience. Global companies such as Facebook, Amazon, Google, Samsung and Apple have invested heavily into their own healthcare service efforts, in addition to those from hospitals and universities. We see this business segment as pivotal given the increasing global proliferation of smartphones and the collection of data that can be linked to digital health records. Further, this field has been demonstrated across the global markets with the heavy investment currently made into the sector looking to enhance and acquire technologies which deliver these capabilities.

Telemedicine is at the forefront of innovation in this business segment, and, as a result, is redefining how the smartphone is used for remote medical consultation. For example, our *CompleteScan* solution provides our Partners with datasets to identify vital signs, medical conditions and/or to predict the early onset of chronic diseases. Our technology may help employers protect and engage their employees, which can result in improved employee retention, less sick leave, and increased return on investment. Remote preventative wellness and health monitoring plans can also be enacted.

Our products have been designed with the needs of care providers globally, who are looking for ways to remotely monitor and to assess their patients. Our technology sits at the forefront of these capabilities, and uniquely augments partner offerings, rather than compete with them, with required data features not available from any one application at this time. AHI has augmented the approach to the needs of the medical and care provider networks, by bringing the accuracy of the *BodyScan* together with the *FaceScan*. This product slate is a unique offering and a single point of data convergence across predetermined health markers using body measurements and body composition, which further enhance vital signs via the facial scan capturing sequence. This information is all captured and delivered to Users privately and accurately via their smartphone.

Current Partners in the mHealth segment include: Bearn, wellteq, Jayex, Biomorphik, Nexus-Vita, NuraLogix, Tinjoy, Activate Health, BizBaz, Nextmedicall, Inter-Psy, Cubert, and Triage.

As aforementioned, mHealth is primarily an on-device screening tool that can demonstrate that there is a risk related various health conditions. It is not a diagnostic tool and while helpful in identifying markers of various indications, it may not identify markers associated with other conditions. Accordingly, other health related issues may still persist if not identified by mHealth.

Life and Health Insurance

Predictive health outcomes and dynamic insurance policy underwriting create major risks for insurers. This situation is further exacerbated by a large and prevalent obesity issue that can be inaccurate or under-reported. According to Insurance Journal, it is estimated that premiums underwritten by AI support systems will exceed US$20 billion by 2024.

Our technology allows for the upfront assessment and early identification of chronic disease markers, along with a more comprehensive view of the individual for insurers. This information enables insurers to remove misclassification of health risk from legacy BMI-dependent systems. We have also developed and grown an extensive human database across multiple continents to build our diverse, multi-ethnic computations. This work is now leading to commercial releases and expansion of our technology globally.

Current Partners in the Life and Health Insurance segment include: BCT, NuraLogix, wellteq, BizBaz, Nextmedicall, Inter-Psy, and Nexus-Vita.

Fitness and Wellness

According to a Global Wellness Institute report, fitness represents a US$828 billion (and growing) sector of the economy across global physical activity, equipment sales, and technology, which thrives on innovation.

Our *BodyScan* can reliably and accurately measures the User's body using a smartphone, thereby offering a gateway into a consumer's home and personal health. Consumers, technology partners, personal trainers, fitness platforms and outlets are now able to track changes across their consumers' physiques. This data is ideal for use during the critical path an individual undertakes when trying to improve or monitor their fitness. The ability to collect and accurately track measurement data has long been a function of a weight scale or an appraisal by a fitness professional. The ability to check, monitor and track personal dimensions via a mobile phone is convenient, cost effective and now accurate. Our technology allows all Users this convenience from the palm of their hand.

We further enhance this data by unlocking new biometric layers and primary markers of chronic disease, such as obesity and Type 2 Diabetes, using WHO and IDF guidelines for waist-to-hip ratio, waist-to-height ratio, total body fat %, lean mass, in real-time to track an individual's changes.

Our data is able to converge into existing product offerings for both in-facility and for remote programs, supporting e-coaching, weight loss and nutritional plans. These platforms then use this data to create enhanced engagement with the User by understanding activity versus outcome. This connection leads to better outcomes and retention for our partners.

Current Partners in the fitness segment include but are not limited to: MVMNT, Bearn, Activate Health, Cubert, The Original Fit Factory, and Biomorphik.

Customer Acquisition and Marketing

We have spent the last 3 years establishing our technology as a market leader in digital anthropometry. We regularly present our technology and its functionality at events, conferences, and showcases of the various business verticals our technology has been utilized and demonstrated in. We have developed a B2B oriented global multi-channel sales and marketing strategy, specific to each focus industry. We have engaged sales personnel in key jurisdictions, including the U.S and U.K., with backgrounds specific to the industry in which they operate. Our business model is flexible and driven by a low-price, high-volume approach to sales in pre-existing environments already conducive to the use of digital communications. We believe that our strategy is strong and engages our Partners in a way that enables them to have additional monetization of their activities and data flow to service and truly understand their own customers (Users).

Growth Strategy: More Partners and More Users

With our technology and distribution channels now mostly developed; we are now entering into a growth phase. Serving as a catalyst for this growth, we have 17 signed binding agreements with global Partners that have a total audience of over 400 million within the following sectors: (i) mHealth, Telehealth, and Wellness; (ii) Life and Health Insurance; and (iii) Fitness Industry. We believe that our existing Partners as well as prospective new Partner contracts will enable us to potentially grow to a run rate of 4.9 million paying Users in total within the next three years. This run rate is based on minimum agreed User targets between us and our Partners, for an initial 12 month period. We are targeting a penetration rate of 1.0% - 5.0% of the existing User base within each Partner company. Penetration assumptions have been modelled in accordance to known global statistics reported in the Liftoff mobile engagement index.

Our principal growth strategy is to leverage the ongoing and growing demand from existing and potential sales Partners for our technology, driven by global health concerns and by the various ways that the technology can assist with satisfying the need for fast, accurate and useful consumer/patient-centric data. The following factors will help us to commercialize our operations as we prepare for this next phase of growth:

- **Contract Execution and Post-implementation Support**. We have signed 17 binding agreements with various global Partners that we believe have a total audience of over 400 million. Our growth strategy includes carefully nurturing these agreements and tailoring the implementation of our technology with each partner to maximize the user experience. This process can be achieved by collaborating with our business partners to ensure that they are set up for success, including assisting them with the customer onboarding procedures and establishing feedback loops around user experience.

- **Market Penetration.** We believe that a key to our success lies in our ability to penetrate a variety of industries within multiple verticals. We intend to do so by identifying business partners who (a) are vetted for quality; (b) fit and audience reach; who already have a high volume of paying subscribers with a need for any or all of the components of the MultiScan platform being, *BodyScan*, *FaceScan*, or *DermaScan*, and (c) who can provide us with access to such clients/Users. Currently we operate in 3 major verticals & markets including: (i) mHealth, Telehealth, and Wellness; (ii) Life and Health Insurance Consumer; and (iii) Fitness Industry. Over time we expect to further enhance our reach into each one of these verticals & markets as well as expand into other new ones.

- **Ongoing Investment in Innovation**. We intend to continue to invest in building and licensing new software capabilities and extending our platform to make our technology as accurate and "repeatable" as possible and to bring the power of accurate measurement to a broader range of applications. Achieving this goal will also serve as a barrier to entry for our competitors, both new and established.

- **Intellectual Property Portfolio**. Our issued patent portfolio covers our *BodyScan* technology and provides patent blocking and out-licensing opportunities, while the partner technologies we have licensed-in for *FaceScan* and *DermaScan* adds to our *CompleteScan* suite of products. The company has furthered it protection by submitting additional patents for the combination of the proprietary *BodyScan* with vital signs measurements captured through *FaceScan*. At this time, we have been unable to identify a direct, competitive product within the mobile phone ecosystem that: offers our range of measurement captures and data points across a similar multiplatform offering (*BodyScan, FaceScan* and *DermaScan).* Our Platform offers solutions across the three business segments in which we operate; and demonstrates competitive ease of use, accuracy and repeatability.

Intellectual Property

We have submitted 24 patents globally, with prior art/inventive ownership dating back to 2015. We have been issued 12 patents, including in Australia, China, Singapore, South Korea, Hong Kong, Japan, Canada, and the USA. We regularly monitor our R&D for potential patent knowledge gaps, which provides the basis for our continued formalized patent protection, existing patent protection updates and other core know-how and intellectual property assets.

The following table is an illustration of our active patents and patent applications.

Case Ref.	*Owner - Name	Country	Official No.	Title	Case Status	Next Renewal Date
267194	MyFiziq Limited	Australia	2015358289	Imaging a Body	Renewed	2023-12-04
267195	MyFiziq Limited	Canada	2969762	Imaging a Body	Instructed to Renew	2022-12-04
267196	MyFiziq Limited	China	ZL 201580066271.X	Imaging a Body	Instructed to Renew	2022-12-04
276161	MyFiziq Limited	China	201910393173.7	Imaging a Body	Pending – No Renewals Due	N/A
267197	MyFiziq Limited	European Patent Convention	15864375.9	Imaging a Body	Instructed to Renew	2022-12-04
270213	MyFiziq Limited	Hong Kong	1240057B	Imaging a Body	Renewed	2023-12-04
279124	MyFiziq Limited	Hong Kong	42020002679.7	Imaging a Body	Renewed	2025-12-04
267198	MyFiziq Limited	India	201737020016	Imaging a Body	Pending – No Renewals Due	N/A
267199	MyFiziq Limited	Japan	6434623	Imaging a Body	Renewed	2023-11-16
272499	MyFiziq Limited	Japan	6424293	Imaging a Body	Renewed	2023-10-26
274014	MyFiziq Limited	Japan	6559317	Imaging a Body	Renewed	2023-07-26
211708	Advanced Human Imaging Ltd	New Zealand	731721	Imaging a Body	Renewed	2023-12-04
279117	Advanced Human Imaging Ltd	New Zealand	761690	Imaging a Body	Renewed	2023-12-04
279118	Advanced Human Imaging Ltd	New Zealand	761693	Imaging a Body	Renewed	2023-12-04
267200	MyFiziq Limited	Republic of Korea	10-1894686-00-00	Imaging a Body	Renewed	2023-08-28
272344	MyFiziq Limited	Republic of Korea	10-1980503	Imaging a Body	Renewed	2023-05-14
274494	MyFiziq Limited	Republic of Korea	10-2290040	Imaging a Body	Renewed	2024-08-10
287457	MyFiziq Limited	Republic of Korea	10-2394593	Imaging a Body	Renewed	2025-05-02
267201	MyFiziq Limited	Singapore	11201703993R	Imaging a Body	Instructed to Renew	2022-12-04
272938	MyFiziq Limited	Singapore	10201806180V	Imaging a Body	Instructed to Renew	2022-12-04
279063	MyFiziq Limited	Singapore	10202001239P	Imaging a Body	Pending – No Renewals Due	N/A
267202	MyFiziq Limited	United States of America	9,949,697	Imaging a Body	Renewed	2025-10-24

* The Company is attending to having this change of name recorded with the relevant Intellectual Property authorities around the world to reflect its recent name change to Advanced Health Intelligecne Ltd.

Duration of Patent Property Matters Owned

In Australia and most other countries, patent rights may be kept in force for a period of up to 20 years from the date of filing of the complete application on which the patent is granted, upon payment of regular renewal fees.

For the patent property matters owned by the Company, the relevant date is 20 years from December 4, 2015 (i.e. **December 4, 2035**).

Broad Scope of Patent Property Matters Owned

The Company diligently monitors its research and development activity for knowledge providing basis for formalized patent protection and other core know-how and intellectual property assets, and has obtained or is seeking patent protection for its key product(s) in a robust and widespread manner that covers major markets via the patent property matters owned by the Company.

The patent property matters owned by the Company include granted patents and pending patent applications that have with a wide variety of differing scopes.

Such scopes broadly include devices (and corresponding methods) for imaging a body, including receiving a first representation of the user's body, segmenting the first representation of the body, generating a second representation of the body on the basis of processing of the first representation, and displaying the generated second representation via the display. The patents and patent applications also broadly claim the use of additional user specific data inputs for improving accuracy, user alignment strategies, and techniques for generating representations of the user's body that are substantially consistent with a true three-dimensional ("3D") scan of the body. The patents and patent applications further claim methods for generating highly accurate body representations and utilizing the generated representations for real-world use cases.

We utilize various practices to safeguard and protect our IP, including (but not limited to):

- Non-disclosure agreements;
- SDK License agreements;
- Commercial agreements (including IP clauses);
- Data Processing Agreements with clauses for jurisdiction specific regulations such as APA, CCPA, UK and EU GDPR, LGPD, PDPL, and PIPL;
- Employee agreements that include IP clauses;
- 'Least Privilege' access model to restrict access to key personnel;
- Multi-factor authentication system; and
- Regular threat and intrusion protection exercises in conjunction with cyber security industry expert organizations.

Research and Development

We conduct all our primary research and development in-house and employ Ph.D.-level experts in machine learning, computer vision, and other research. We engage universities and hospitals globally to aid in data collection to ensure that our digital anthropometric measurements and body composition metrics remain the leading standard in the digital measurement of the human body.

We incurred R&D expenses of approximately A$2.78 million in 2022, A$2.1 million in 2021, A$1.8 million in 2020, A$1.5 million in 2019, A$1.2 million in 2018 and A$1.2 million in 2017, relating to the development of our applications and technologies. We intend to continue to invest in our R&D capabilities to extend our platform and bring our measurement and biometrics technologies to a broader range of applications. Since year end, we have received an R&D Grant of A$1,209,344 in respect to the year ended June 30, 2022.

Competition

We operate in a highly competitive industry that is characterized by constant change and innovation. Changes in the applications and the programming languages used to develop applications, devices, operating systems, and technology landscape result in evolving customer requirements.

The principal competitive factors in our market include the following:

- product and platform features, architecture, reliability, privacy and security, performance, effectiveness, and supported environments;
- product extensibility and ability to integrate with other technology infrastructures;
- digital operations expertise;
- ease-of-use of products and platform capabilities;
- total cost of ownership;
- adherence to industry standards and certifications;
- strength of sales and marketing efforts;
- brand awareness and reputation; and
- focus on customer success.

While there are a number of companies offering smaller components of our overall offering in singular market segments, at this time we have been unable to identify a direct comparative product within the mobile phone ecosystem, that: (i) offers our range of data points across a similar multiplatform offering (*BodyScan*, *FaceScan*, *DermaScan*), (ii) offers solutions across the three verticals in which we operate or (iii) demonstrates competitive ease-of-use, accuracy or repeatability.

Organizations working in measurement delivery in individual business cases are: MySize, with a mobile phone-based measurement function; Halo, using mobile phone capture to assess body composition; and Select Research, using mobile phone capture for the assessment of body fat. There are also other offerings in the market that present consumers with measurement capabilities which are machine-based and therefore we do not view them as direct competitors as they are either costly or inconvenient to utilize or both.

To protect our technology from being duplicated by competitors, we hold patents across key global jurisdictions on our image capture process. These patents have been issued in the USA, China, Singapore, South Korea, Australia, Hong Kong, Japan and Canada. As part of our continuous innovation process, we regularly review our patent coverage and actively pursue patent updates to cover new ideas in existing jurisdictions, as well in new jurisdictions.

In addition to this and the expansion of the capturing capabilities, AHI has commenced with *FaceScan* and *DermaScan*. The company has lodged provisional patents covering the use case and the integrated use cases of the additional data captures.

Competitive Advantages

Our competitive advantage comes from our continuous innovation and transparency with regards to our data capture, measurement accuracy and repeatability metrics. We differentiate ourselves from our competitors through a multitude of factors including, but not limited to, the following:

- **Ongoing Data Collection to Ensure Precise Digital Measurements.** Regular, continuous, global data collections from multiple independent specialist organizations, including universities and hospitals, to ensure our measurement accuracy and repeatability remains the highest standard in digital measurements from a mobile phone.

- **Continual Enhancement of our Technology Offering While Expanding and Refining our Patent Position**. We currently maintain a robust intellectual property portfolio related to our *BodyScan* Technology, while technology we have licensed-in for *FaceScan* and *DermaScan* adds to our Complete suite of products. We regularly review and update our patents in key jurisdictions to prevent competitors from copying our image capture process or innovation. We believe further enhancing and protecting our patent portfolio is a key to the long-term success of our technology offering and business prospects. The company has lodged provisional patents covering the use case and the integrated use cases of the additional captures.

- **Independent Validation of Accuracy and Repeatability of our Measurement Information.** Publicly advertising our externally validated accuracy and repeatability metrics so that they are clear and accessible to our partners and competitors. Most of our competitors do not share clear information about their measurement accuracy and repeatability publicly. Our transparency makes it easier for potential Partners to understand our metrics during their solution selection process, significantly reducing the need for them to conduct testing and verification of our solution prior to purchase.

- **Private, individualized Assessment on a Granular Personalized Basis.** We measure the end User by taking images of segmented, non-personally identifiable set of silhouettes that are processed on-device. Our solution then recreates the User from the silhouettes in a virtual 3D environment by utilizing the Graphics Processing Unit ("GPU") on the end User's smartphone, enabling that User's Personally Identifiable Information ("PII") to remain on the device. As a result, the process is more cost effective, returns results faster and allows for better security of data and personal privacy.

- **Broad Market Functionality**. Due to high accuracy and repeatability of results from our product offering, we have been able to expand into multiple markets and uses. We intend to leverage and further grow our base of Partners through the four main large market segments in which we operate.

- **Non-Opinionated Partner Level Integration**. We offer a solution that, unlike many of our competitors, can be integrated into our Partners' existing applications to match their own branding and User experience. This way, our technology becomes part of our Partners' environment, allowing for trust and additional functionality for the User.

- **Zero Upfront Integration Cost**. Our potential Partners can implement our turnkey solutions using their internal development team, at an upfront cost of A$Nil, removing the need for an upfront capital budget that can often create a roadblock for many potential Partners.

- **On-Device Processing Delivers Frictionless Scalability**. We have adapted our *BodyScan* software to run on a User's device. This feature in turn only requires AWS for the tokenization of the event i.e.; initiation of sequence to commence with all other *BodyScan* functionality run on-device at no cost to us. It is important to note that all *BodyScan* major processing occurs on-device and as such AHI only uses AWS cloud infrastructure to support its services. These services include authorization of services (AWS Cognito), App configuration (AWS Cloudfront), and Billing events (AWS Serverless Aurora). For clarity AHI does not persist User data, nor does it preserve service results on its AWS cloud services, therefore the data stored within each of these services does not contain any User's PII.

- **Flexible and Capital Efficient B2B Business Model.** We target potential B2B partners with large existing user bases, significantly reducing the costs of acquiring new Users in comparison to our competitors. We also offer our solution on a pricing tier, based on a per User per month basis whereby as User volume grows, Partners pay us less with each tier, enabling a higher return on their investment.

Our Challenges

We face challenges, risks and uncertainties in realizing our business objectives and executing our strategies, including those relating to our ability to:

- We may not reach the scale in our business or generate revenue to the level outlined in our business plan.
- As with most new technology companies, we have historically incurred significant losses during the development phase of our technology, and there can be no assurance as to when, precisely, we will achieve breakeven or maintain profitability, despite our low overhead expenditure.
- We will need to raise additional capital to meet our business requirements in the future, which could be challenging, potentially highly dilutive, and may cause the market price of our Ordinary Shares to decline.
- The success of our business is highly dependent on market acceptance of our technologies and their timely release, noting that the SDKs are embedded in our Partners' customer-facing applications. If the end consumer/User does not accept our product, or our Partners fail to go live with their applications (with our technology embedded), then our financial performance will be adversely affected.
- As a B2B company, we are substantially dependent on our customers (Partners) to design, integrate and price our technology effectively within their applications.

Please see "Risk Factors" and other information included in this prospectus for a discussion of these and other risks and uncertainties that we face.

Government Regulation

We are subject to a number foreign and domestic laws and regulations in the jurisdictions in which we operate our business, including but not limited to federal, state and international laws and regulations governing the processing and transfer of personal data. including, but not limited to, the *Australian Privacy Act 1998* ("APA"), EU General Data Protection Regulation ("GDPR"), the Australian Data Privacy regulations, and the *California Consumer Privacy Act of 2018* ("CCPA").

Many U.S. states have passed laws requiring notification to data subjects when there is a security breach of personally identifiable data or personal data (as those terms are defined by the applicable laws). There are also a number of legislative proposals pending before the U.S. Congress, various state legislative bodies and foreign governments concerning data protection. In addition, data protection laws in Europe and other jurisdictions outside the United States can be more restrictive than those within the United States, and the interpretation and application of these laws are still uncertain and in flux.

For example, the GDPR, which took effect on May 25, 2018, enhances data protection obligations for entities that process personal data about individuals, including obligations to cooperate with European data protection authorities, implement security measures and keep records of personal data processing activities. Noncompliance with the GDPR can trigger fines equal to the greater of €20 million or 4% of global annual revenue.

In addition, the CCPA gives California residents expanded rights to access and require deletion of their personal information, opt out of certain personal information sharing, and receive detailed information about how their personal information is used. The CCPA provides for civil penalties for violations, as well as a private right of action for data breaches, that is expected to increase data breach litigation. Further, failure to comply with the *Israeli Privacy Protection Law of 1981*, and its regulations, as well as the guidelines of the Israeli Privacy Protection Authority, may expose to administrative fines, civil claims (including class actions) and in certain cases criminal liability. Current pending legislation may result in a change of the current enforcement measures and sanctions. Given the breadth and depth of changes in data protection obligations, meeting the requirements of GDPR and other applicable laws and regulations has required significant time and resources, including a review of our technology and systems currently in use against the requirements of GDPR and other applicable laws and regulations. We have taken various steps to prepare for complying with GDPR and other applicable laws and regulations however there can be no assurance that these steps are sufficient to assure compliance.

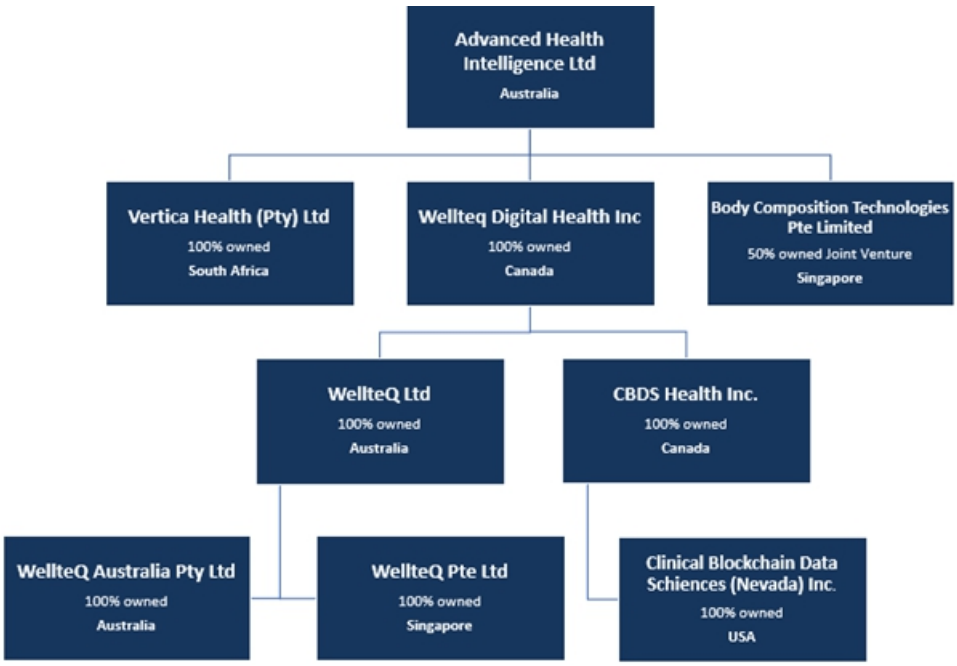
Further, additional EU laws and regulations (and member states' implementations thereof) further govern the protection of individuals and of electronic communications. If our efforts to comply with GDPR or other applicable laws and regulations are not successful, we may be subject to penalties and fines that would adversely impact our business and results of operations, and our ability to use personal data of individuals could be significantly impaired. In addition, non-compliance with the applicable laws and regulations may result in a breach of our contractual obligations with third parties and may result in breaches of data security.

These laws and regulations may involve privacy, data protection, intellectual property, or other subjects. Many of the laws and regulations to which we are subject are still evolving and being tested in courts and could be interpreted in ways that could harm our business. In addition, the application and interpretation of these laws and regulations often are uncertain, particularly in the new and rapidly evolving industry in which we operate. Because global laws and regulations have continued to develop and evolve rapidly, it is possible that we, our products, or our platform may not be, or may not have been, compliant with each such applicable law or regulation.

Where these laws and regulations apply to our business-to-business partners, we enter into Data Processing Agreements with such partners, specific to the requirements of their business and location.

C. Organizational Structure

The chart below illustrates our organizational structure, including the jurisdictions of incorporation.



D. Property, Plants and Equipment

We are headquartered in South Perth, Western Australia where we lease and occupy for office space approximately 367 square meters (approximately 3,950 square feet) as of the date of this Annual Report. The current lease term expires in December 31, 2025 and we believe that our existing facilities are generally adequate to meet our current of future needs, but we expect to seek additional space as needed to accommodate future growth.

ITEM 4A. UNRESOLVED STAFF COMMENTS

None.

ITEM 5. OPERATING AND FINANCIAL REVIEW AND PROSPECTS

The following discussion and analysis includes certain forward-looking statements with respect to the business, financial condition and results of operations of our company. The words "estimate," "project," "intend," "expect" and similar expressions are intended to identify forward-looking statements within the Private Securities Litigation Reform Act of 1995. These forward-looking statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated by such forward-looking statements, including those risk factors contained in Item 3.D. of this annual report. You should read the following discussion and analysis in conjunction with our consolidated financial statements and the notes thereto included in this annual report.

A. Operating Results

Operating results and financial position

The net loss after income tax for the financial year was A$20,076,843 (2021A$14,060,992), which includes A$9,956,973 (2021: A$10,108,653) in respect of impairment charges and share-based payments to suppliers, directors and employees under the Company's incentive plans and new NASDAQ related costs, including insurance, of A$2,927,030 (2021: Nil).

Before impairment charges, share-based payments, NASDAQ and insurance related costs, the consolidated entity's adjusted net loss after income tax for the financial year was A$7,192,840 (2021: A$3,952,339) as shown in the table below.

Table 1. Non-IFRS reconciliation showing the impact of Share-based payments and Impairment on total comprehensive loss for the year

	Year Ended 30 June 2022	Year Ended 30 June 2021
	A$	A$
Total comprehensive loss for the year	**20,076,843**	14,060,992
Less: Share-based payments (non-cash) in relation to:		
Directors' and employees' remuneration	**7,452,583**	6,230,996
Corporate advisory services	**473,638**	92,520
Investor relations	**506,000**	972,450
	8,432,221	**7,295,966**
Less: Impairment expense (non-cash)	**1,524,752**	2,812,687
Less: NASDAQ and insurance related costs	**2,927,030**[1]	**-**
Adjusted total comprehensive loss for the year (before share-based payments and impairment charges)	**7,192,840**	**3,952,339**

1 NASDAQ and insurance related costs have been included in this table as they represent the new additional costs that were incurred in the reporting period to achieve the dual listing of the Company on the NASDAQ securities exchange. NASDAQ costs are expected to reduce significantly in future years now that the Company has achieved its dual listing.

The non-IFRS reconciliation described in the table above is intended to supplement the consolidated entity's IFRS financial information by providing additional insight regarding results of operations of the consolidated entity. The adjusted total comprehensive loss for the year is intended to provide an enhanced understanding of the underlying operational measures used to manage the consolidated entity's business, to evaluate performance compared to prior periods and the marketplace, and to establish operational goals. Adjusted total comprehensive loss should not be considered in isolation or as a substitute for performance measures calculated in accordance with IFRS.

Cash assets at the end of the financial year were A$6,011,368 (2021: A$2,172,499).

Operating activities

During the financial year the consolidated entity progressed the development and commercialisation of its technology with the following highlights:

i. Dual listing on NASDAQ

On November 19, 2021 the Company announced the successful closing of its U.S. initial public offering ("IPO") on NASDAQ of 1,000,000 units at a price to the public of USD$10.50 per unit. Each unit issued in the offering consisted of two American Depositary Shares ("ADSs") and one warrant to purchase one ADS. Each ADS offered represented 7 ordinary shares of AHI. The warrants were exercisable immediately, expire three years from the date of issuance and have an exercise price of USD$5.52 per ADS. The ADSs and warrants were immediately separable and were issued separately (representing a price of $5.24 per ADS and $0.02 per warrant).

In addition, AHI granted to Maxim Group LLC a 45-day option to purchase up to an additional 300,000 ADSs and/or up to an additional 150,000 warrants to purchase up to 150,000 ADSs, at the public offering price less underwriting discounts, of which Maxim Group LLC has partially exercised its option to purchase 150,000 warrants to purchase up to 150,000 ADSs. Gross proceeds from the offering, before deducting underwriting discounts and commissions and other estimated offering expenses, were US$10.5 million, inclusive of the over-allotment.

The ADSs began trading separately on the NASDAQ Capital Market on November 19, 2021 under the symbol "AHI". The warrants were not listed for trading.

ii. Revenue

Total revenue decreased from A$1,244,466 in 2021 to A$598,423 during the 2022 financial year, a decrease of 51.9%. The decrease is largely attributable to the A$500,000 in 2021 in license revenue received from the Company's joint venture partner, Body Composition Technologies Pte Ltd ("BCT") and the continuing impact of the COVID 19 pandemic on the operations of our client partners.

The Company expects its revenue to increase with the lessening of the COVID 19 pandemic, and four Partners having already launched (with the AHI's technology embedded) and more to follow in the new financial year.

At the date of this report, the following Partners had launched their applications (with AHI's technology embedded):

- Bearn
- Biomorphik
- TRUCONNECT (The Original fit Factory/ "TOFF")
- Tinjoy

Further product launches are expected from other Partners in the current financial year.

iii. Strategic Investments /Acquisitions

On September 2, 2022 AHI entered into a definitive arrangement agreement (the "Arrangement Agreement") with wellteq Digital Health Inc. (CSE: WTEQ) (OTCQB: WTEQF), ("wellteq"), whereby AHI will acquire all of the outstanding shares of wellteq in an all-share acquisition (the "Transaction"). Pursuant to the terms of the Arrangement Agreement, wellteq shareholders will receive one (1) ordinary share of AHI (an "AHI Share") for every six (6) wellteq common shares (a "wellteq Share") held (or 0.1667 AHI Shares for every 1 wellteq Share). AHI will issue a total of approximately 17,804,587 AHI shares in total consideration for 100% of wellteq's issued shares. Following completion of the Transaction, wellteq shareholders in aggregate will hold approximately 9.573% of AHI's issued capital.

Pursuant to the terms of the Arrangement Agreement, AHI will acquire 100% of the outstanding wellteq Shares by way of a plan of Arrangement (the "Arrangement") under the Business Corporations Act (British Columbia).

On November 24, 2022 a special meeting of wellteq shareholders voted 100% of the votes cast to approve the Arrangement. Following this over whelming vote of wellteq shareholders, on November 30, 2022 the Supreme Court of British Columbia, Canada, approved the Transaction.

The wellteq Arrangement was completed on December 6, 2022. On the same day, the Company issued 17,804,587 ordinary shares in favour of wellteq shareholders, as consideration shares valued at A$1,673,631.

On August 5, 2022 the Company concluded a Share Sale Agreement to acquire all the shares in South African registered Vertica Health (Pty) Ltd ("Vertica").

The consideration paid and payable by AHI for the Vertica acquisition comprises:

- 1,500,000 AHI shares issued on closing, escrowed for 24 months from issue;
- cash payments totalling US$600,000, comprising:
- US$100,000 payable on closing;
- US$250,000 payable 1 year from closing; and
- US$250,000 payable 2 years from closing.

Given the value of the consideration payable, AHI doesn't consider that the acquisition is material (in the context of AHI's market capitalization and net asset position) to warrant an announcement to the market under LR 3.1. However, as part of the consideration involved an issue of shares, AHI released an Appendix 3B to the market to satisfy LR 3.10.3.

The projected increase in consolidated total assets due to the Vertica acquisition is equal to the value of the consideration paid / payable to acquire Vertica, comprising US$100,000 in cash on closing (offset by a corresponding reduction in AHI's existing cash to pay this amount), US$500,000 in deferred cash consideration and 1,500,000 AHI shares (subject to 24 months voluntary escrow) valued at the current market price of $0.12 per share.

AHI is budgeting for an increase of approximately USD$80,000 per month to working capital costs as a result of the Vertica transaction. Vertica does not currently generate material revenues or profits, so AHI does not forecast any material increases to these numbers in its P&L statement in the near term as a result of the acquisition of Vertica.

Additionally, AHI completed the cash component of the Company's investment in Canadian-based Triage Technologies Inc. ("Triage"), which includes the signing of a binding license agreement and subscription agreement. AHI has also registered the trademark "DermaScan" in several countries around the world.

On December 14, 2021 AHI announced it had withdrawn from the proposed acquisition of Israeli-based musculoskeletal assessment company, Physimax Technologies Limited ("Physimax"). Under the terms of the withdrawal, Physimax repaid AHI all funds advanced to Physimax throughout the due diligence period a total of USD$180,000.

B. Liquidity and Capital Resources

AHI's consolidated financial statements have been prepared on the going concern basis which contemplates the continuity of normal business activities and the realisation of assets and discharge of liabilities in the normal course of business.

For the year ended June 30, 2022 the consolidated entity incurred an operating loss of A$20,076,843 which included significant non-cash items, such as a provision for impairment as well as share-based payments, of approximately A$9,956,973. In addition to the non-cash items, the consolidated entity also incurred NASDAQ IPO related costs, including insurance costs of A$2,927,030. The adjusted non-IFRS operating loss, after making an adjustment for the non-cash items and new NASDAQ IPO and insurance costs referred to above, is A$7,192,840. Notwithstanding the fact the consolidated entity incurred an operating loss, and has a net cash outflow from operating activities amounting to A$9,858,799, the Directors are of the opinion that the consolidated entity is a going concern for the following reasons:

- Following the Company's successful dual listing on the NASDAQ securities exchange in the United States of America, the Company has gained access to larger capital markets, which has enhanced its ability to raise capital, as was evidenced by the A$16.1 million before costs the Company raised from its IPO on NASDAQ.

- As mentioned in the Company)'s Appendix 4C Quarterly Cash Flow Report for Entities subject to Listing Rule 4.7B as announced to ASX on 30 July 2022, the Company is in advanced discussions with investors looking to participate in a convertible note fund raising, for an amount of USD$10,000,000 to fund its operations.

- The consolidated entity has executed numerous agreements with channel partners across its business verticals and as such, is transitioning to a "growth" phase and is in the process of expanding its operations with the acquisition of South Africa based Vertica Health and potential acquisition of Canadian listed wellteq Digital Health, subject to wellteq shareholder and other regulatory approvals.

- It is expected that 7 of the current partners will launch with the AHI technology within their apps, throughout the current financial year, unless there are any unforeseen delays. This is anticipated to generate revenue and take the Company past breakeven point at current expense levels.

- In October 2020, the Company signed an agreement with Singapore based Nexus-Vita. The Nexus-Vita platform required substantial development, to meet security and personal data needs, which was completed in August 2022. AHI has also now completed the integration of the AHI scan technologies and signed off on all quality assurances. The application now requires Nexus-Vita to sign off and prepare for its market launch. Under the terms of the agreement, Nexus-Vita will pay AHI a minimum guaranteed revenue of US$3,588,000 in the first year from launch. In addition, the parties signed an integration agreement which will generate additional revenue for AHI in the amount of US$500,000 upon completion (refer to ASX announcement dated 22 June 2021). In total, the consolidated entity expects to generate revenue from Nexus-Vita in the amount of US$4.1 million (A$6.4 million) in the first twelve (12) months from launch. Prior to the launch Nexus-Vita will be required to execute the AHI Master Services Agreement, which is currently with Nexus-Vita for review and execution.

- In February 2021, the consolidated entity signed an agreement with Tinjoy. In September 2021, Tinjoy launched the Health Cube with the AHI technology embedded. With the preregistration launch only offered an annual subscription of 310 Chinese Yuan (A$64.86) and generated a total initial preregistration number of 144,391, which is subject to a 70:30 revenue share where AHI would receive 70%. Due to the ongoing Zero COVID restrictions in China, Tinjoy has been unable to progress the marketing and subscription revenue uptake.

- The company has signed several new partnerships over the financial year with, NextMedicall, Inter-Psy BV, BizBaz (CustintCo), FitTrack (Cubert), Activate Health, and Vertica Health (which has now been acquired by AHI).

- With the recent acquisition of Vertica Health, AHI has expanded its ability to deliver a non-invasive, highly accurate and privacy-sensitive healthcare and biometric solutions that generate results to the user within seconds. This further enables a User to check, track, and accurately assess their body dimensions and chronic disease risk markers privately using only a smartphone. AHI is currently in negotiations with 3 large insurers for the integration and commercialisation of the new combined capabilities.

The consolidated entity's ability to continue as a going concern and meet future working capital requirements is dependent on the above points being realised. Should the consolidated entity not be successful in generating the required cash flows, there is a material uncertainty that may cast significant doubt on the consolidated entity's ability to continue as a going concern.

C. Research and Development, Patents and Licenses

For a description of patented technology and a list of our patents and patent applications, see "Item 4. Information on Company - B. Business Overview.

D. Trend Information

Other than as disclosed elsewhere in this Annual Report, we are not aware of any trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on our net revenues, income from continuing operations, profitability, liquidity or capital resources, or that would cause reported financial information not necessarily to be indicative of future operating results or financial condition.

E. Critical Accounting Estimates

Not applicable.

ITEM 6. DIRECTORS, SENIOR MANAGEMENT AND EMPLOYEES

(Start of the Remuneration Report for Australian Disclosure Requirements)

A. Directors and Senior Management

Our directors and executive officers are as follows:

Name	Age	Position
Scott Montgomery	41	Executive Director & CEO
Dr Katherine Iscoe, Ph.D.	44	Executive Director
Simon Durack JP	61	Chief Financial Officer & Company Secretary
Terence Stupple	42	Chief Technology Officer
Nicholas Prosser	43	Interim Non-Executive Chairman
Michael Melby	39	Non-Executive Director
Dato Low Koon Poh	48	Non-Executive Director
Peter Goldstein	59	Non-Executive Director
Ms Jacqueline Yee	52	Non-Executive Director

Management

Scott Montgomery – (Appointed 1 December 2022)

Mr Montgomery co-founded the wellteq group of companies in October 2013 and has served as CEO, President, and Director since incorporation. Mr Montgomery's background is well positioned in the healthcare sector with over 20 years of industry experience around the world, both as a founder and director of public and private companies.

Katherine Iscoe, Ph.D.

Dr Katherine Iscoe, Executive Director, age 44, combines over 20 years of experience in Health Sciences and Biotechnology. Dr Iscoe co-founded the company in 2013 and incorporated the company as MyFiziq Ltd in October 2014. She held the position of CEO from 2014 to October 2016 and then transitioned into the role of Director of Corporate Health and Wellness. In March 2021, MyFiziq Ltd changed its name to Advanced Human Imaging Ltd and in December 2022 changed its name to Advanced Health Intelligence Ltd. Dr Iscoe stepped back into the role of CEO in February 2022 and relinquished this role on 1 December 2022. Prior to the incorporation of MyFiziq Ltd in 2014, Dr Iscoe was Director of a Health and Wellness company called Deliciously Fitt Pty Ltd between 2013-2020. Dr Iscoe holds a Bachelor of Arts in Health Sciences (summa cum laude), a Master of Science in Exercise Physiology and Health Sciences, a Doctorate in Exercise Physiology and Biotechnology and a Post-Graduate Certificate in Counselling. Her combination of both academic and practical experience in medical sciences, health and wellness provides a unique and strategic advantage for the future of AHI and mHealth.

Simon Durack JP

Simon Durack, Chief Financial Officer and Company Secretary, age 61, combines over 40 years of experience in small to large businesses in the mining and resources industry, gaming industry, financial services and other sectors. Previously, he had been involved in a number of ASX listed companies holding positions including Executive Chairman, Executive Director, Non-Executive Director, Group Company Secretary, Chief Financial Officer and Director / Company Secretary. From 2011 to 2020, he was Executive Director (formerly Chairman) for MinRex Resources Limited, an ASX listed company involved in mining and exploration. From 2009 to 2013, he was Executive and Non-Executive Director of Millennium Minerals Limited, as ASX listed company that focused on exploration through to mining and producing gold. He has Bachelor of Commerce from the University of Western Australia, Post Graduate Diploma of Business from Curtin University of Technology and is also a Fellow with Chartered Accountants of Australia & New Zealand and a Fellow with CPA Australia, the Governance Institute of Australia, and is a Justice of the Peace for the State Western Australia.

Terence Stupple

Mr. Stupple combines over 15 years of IT experience and has served as the Chief Technology Officer of AHI since December 2015, overseeing the internal growth and strategy of our technical capabilities. From September 2012 through November 2015, Mr. Stupple was employed as a Subject Matter Expert at Chevron Australia. From August 2006 until September 2012, Mr. Stupple held various roles for the Western Australian Government, including acting as manager of web services where he was tasked with the responsibility of the strategic direction and content of the Department of State Development and Department of Mines and Petroleum's internet and intranet sites. Prior to working for the West Australian Government, Mr. Stupple was contracted to Microsoft UK in various roles including pre-sales support officer, licensing specialist, channel support, and complaints specialist. Mr. Stupple received his A Levels from Orpington College (UK) and a GCSE from Eltham College (UK).

Directors

The following noteworthy experience, qualifications, attributes and skills for each Board member, together with the biographical information for each nominee described below, led to our conclusion that the person should serve as a director in light of our business and structure:

Nicholas Prosser

Mr. Prosser combines over 15 years of experience in the ICT sector and over 10 years as a founder, entrepreneur and private investor. Mr. Prosser has been a director of the Company since April 2018. He has also served on the board of directors of Vudoo Pty Ltd, a video technology and SaaS platform, since January 2017. Since January 2008, he has served as the founder and member of the board of directors of Vega Blue Partnership. Mr. Prosser founded ThinkCaddie in January 2017 until the Company's sale to a third-party in November 2019. From January 2007 until May 2016, he was involved in Canberra Data Center. Additionally, he has served as the executive director of CPDone Pty Ltd, a financial profession compliance company, since February 2016 and as a director of Vega Blue Partnership since January 2008. Mr Prosser has a Diploma in Security Risk Management from The Canberra Institute of Technology and is a member of the Australian Institute of Company Directors.

Michael Melby

Mr. Melby is co-founder & co-Chief Executive Officer of FitLab, an integrated media & technology holding company focused on fitness & sport lifestyle. He is also co-founder of Mayweather Boxing + Fitness. Previously, Mr. Melby was Vice President at New Evolution Ventures, where he invested in and operated health clubs worldwide and served as an executive at UFC Gym. Prior to that, Mr. Melby was co-founder of two technology startups (both of which exited to publicly traded companies), a private equity investor with ClearLight Partners and an investment banker with FBR Capital Markets.

Mr. Melby received his undergraduate degree from UC Berkeley & MBA from The Wharton School at the University of Pennsylvania.

Dato Low Koon Poh

Mr. Koon Poh Low has 23 years of combined experience in accounting, auditing and consultant, with experience in corporate finance, auditing, and accounting in various industries such as construction, plantation, hotels, property, manufacturing and marketing.

Mr. Low has served as a director of the Advanced Health Intelligence since July 2020. Mr. Low started his accounting services practice KL Management Services, based in Petaling Jaya, in 2006. Mr. Low has also served the President of IPO Partners Limited, a corporate advisory firm since April 2015, and a director of Round Table Partners Berhad since 2019. Since June 2019, Mr. Low has served the Executive Chairman and Chief Executive Officer of Medi Lifestyle Limited, a Healthcare and Wellness company listed in the Singapore Exchange. Prior to his position at KL Management Service, Mr. Low worked as an auditor for an international audit firm, an accountant for a Japanese MNC, plus a couple of years as Financial Controller for two public listed companies in Malaysia. Mr. Low is a Fellow member of the Association of Chartered Certified Accountants (ACCA) and a Practicing Chartered Accountant under the Malaysian Institute of Accountants (MIA).

Peter Goldstein

Mr. Goldstein has over 30 years of diverse and global entrepreneurial, client advisory and capital market experience and a successful track record in leading and building companies in the capital markets. Mr. Goldstein is experienced with mergers and acquisitions, strategic planning and transaction structuring.

In 2006, Mr. Goldstein founded Grandview Capital Partners, Inc. where he continues to serve as chairman and chief executive officer to this date. He is the and chief executive officer of Exchange Listing, LLC, which he founded in 2019. He currently serves as a member of the board of directors of Siyata Mobile, Inc. and Cosmos Holdings, Inc. From 2013 to 2015 he served in various roles, including as a director, interim president and chief financial officer of American Patriot Brands, Inc. In 2012 he co-founded Staffing 360 Solutions, Inc., where he served in various roles, including chairman of the board of directors and principal financial officer until 2014. He received his master's degree in international business from the University of Miami.

Dr Peter Vaughan – (Appointed 1 December 2022, resigned 16 December 2022)

Dr Peter Vaughan is the former Chairman of wellteq Digital Health Inc. and has an extensive history in healthcare, corporate and politics recognized by his appointment to the Order of Canada "for his contributions to Canada's health care system, and for his pioneering leadership in the establishment and advancement of digital health". Prior to this he has also held positions as the former Deputy Minister of Health and Wellness, Province of Nova Scotia, an emergency, and family physician and RCAF Flight Surgeon, he also serves as Board Chair of Canada Health Infoway and Chair of the Finance and Audit Committee, Treasurer and Board member of the SCAN-H at the University of Windsor Odette School of Business.

Ms Jacqueline Yee – (Appointed 20 December 2022)

Ms Yee brings more than 30years' experience from 11 countries spanning EMEA-America-APAC, comprising a track record in Capital Markets Structured Products & Special Situations M&A having consulted or advised over $25billion in deal value. She is currently the CEO of Funderbeam Markets Pte Ltd - an MAS RMO & CMS licensed fintech securities exchange for private companies and holds non-executive director positions in addition to AHI's directorship.

Family Relationships

None of our directors or executive officers has a family relationship.

Resignation of Office

Vlado Bosanac served as our Chief Executive Officer, Executive Chairman and Executive Director from October 2016 until February 15, 2022. Mr. Bosanac continues to serve as Head of Strategy and Revenue Growth for the Company.

Directors' Interests

The relevant interest of each director, as defined by section 608 of the Corporations Act, in the share capital of the Company, as notified by the directors to the ASX in accordance with section 205G(1) of the Corporations Act, at the date of this report are as follows:

Director	Number of ordinary shares	Number of options over ordinary shares
Nicholas Prosser	7,015,036	
Scott Montgomery	616,410	
Dr Katherine Iscoe	33,900,000	
Michael Melby	4,000,000	
Dato Koon Poh Low	300,000	
Peter Goldstein	-	140,000
Jacqueline Yee	-	

Meeting of Directors

The number of meetings our board of directors (including committee meetings of directors) held during the year ended June 30, 2022 and the number of meetings attended by each director were:

	Board Meetings		Audit Committee Meetings		Compensation Committee Meetings		Nomination and Corporate Governance Committee	
Director	**A**	**B**	**A**	**B**	**A**	**B**	**A**	**B**
Nicholas Prosser	7	7	3	3	1	1	1	1
Michael Melby	7	7	—	—	—	—	—	—
Dato Low Koon Poh	7	7	3	3	1	1	1	1
Peter Goldstein	—	—	—	—	—	—	—	—
Vlado Bosanac	3	3	—	—	—	—	—	—
Dr Katherine Iscoe	4	4	1	1	1	1	1	1
Ed Greissing Jr	5	5	2	1	—	—	—	—

A = Number of meetings held during the time the director held office or was a member of the committee.

B = Number of meetings attended

— = Not a member of the relevant committee

(1) Vlado Bosanac resigned on February 15, 2022.
(2) Dr Katherine Iscoe joined the Board on February 15, 2022.
(3) Ed Greissing Jr resigned on May 26, 2022.
(4) Peter Goldstein joined the Board on June 29, 2022.

Board Diversity

The table below provides certain information regarding the diversity of our board of directors as of the date of this annual report.

Board Diversity Matrix

Country of Principal Executive Officers:	Singapore and Australia
Foreign Private Issuer	Yes
Disclosure Prohibited under Home Country Law	No
Total Number of Directors	7

	Female	Male	Non-Binary	Did Not Disclose Gender
Part I: Gender Identity				
Directors	2	5	-	-
Part II: Demographic Background				
Underrepresented Individual in Home Country Jurisdiction	-	-	-	-
LGBTQ+	-	-		
Did Not Disclose Demographic Background	-	-	-	-

B. Compensation

The details of the remuneration of each Director and member of Key Management Personnel of the consolidated entity are as follows:

	Short Term	Post-Employment				
June 30, 2022	**Base Salary and Consulting Fees A$**	**Short Term Incentive A$**	**Superannuation Contributions A$**	**Value of Share-based Payments) A$**	**Total A$**	**Proportion Performance Related %**
Directors and Key Management Personnel:						
Dr Katherine Iscoe[1]	**65,423**	**-**	**6,542**	**-**	**71,965**	**-**
Vlado Bosanac[2]	**233,333**	**-**	**23,333**	**6,389,715**	**6,646,381**	**96.1%**
Michael Melby[3]	**36,000**	**-**	**-**	**460,000**	**496,000**	**92.7%**
Nicholas Prosser[3]	**36,000**	**-**	**3,475**	**460,000**	**499,475**	**92.1%**
Dato Koon Poh Low	**36,000**	**-**	**-**	**-**	**36,000**	**-**
Edward Greissing Jr[4]	**56,576**	**-**	**-**	**112,188**	**168,764**	**66.5%**
Simon Durack JP[5]	**66,375**	**-**	**-**	**-**	**66,375**	**-**
Steven Richards[5]	**165,618**	**-**	**15,000**	**-**	**180,618**	**-**
Total	**695,325**	**-**	**48,350**	**7,421,903**	**8,165,578**	

1 Appointed February 15, 2022. Remuneration calculated from date of appointment.
2 Resigned February 15, 2022. Remuneration calculated to date of resignation.
3 A total of 1,000,000 shares each were issued to Mr Michael Melby and Mr Nicholas Prosser pursuant to the terms of their contracts for services and following approval at the Company's 2021 Annual General Meeting held on January 31, 2022. The issue related to the service period ended October 27, 2020 and the fair value of shares is based on the market value of the shares at the date of issue.
4 Mr Greissing Jr resigned on May 26, 2022.
5 Mr Durack was appointed on March 17, 2022, whilst Mr Richards resigned on the same day.

C. Board Practices

Board of Directors

Our Board consists of seven directors, five of whom are "independent" within the meaning of Section 5605(a)(2) of the NASDAQ Listing Rules and will meet the criteria for independence set forth in Rule 10A-3 of the Exchange Act.

Terms of Directors and Executive Officers

Each of our directors holds office for a period of 3 years, once elected by shareholders, and at the end of each 3 year period, being eligible, offers themself for re-election at the next Annual General Meeting. If a director is appointed by the Board to fill a casual vacancy on the Board, that Director holds office until the next Annual General Meeting, at which being eligible offers themself for election to the Board. All of our executive officers are appointed by and serve at the discretion of our Board.

Qualification

There is currently no shareholding qualification for directors, although a shareholding qualification for directors may be fixed in the future by our shareholders by ordinary resolution.

ASX Corporate Governance Principles

In Australia there are no mandatory corporate governance structures and practices that must be observed by a company listed on the ASX. Instead, the ASX Corporate Governance Council has published the ASX Corporate Governance Principles and Recommendations (4th edition), which contains what are called the "Recommendations," which articulate eight core principles (and associated recommendations) which are intended to provide a reference point for companies about their corporate governance structures and practices, and against which companies must report.

Under ASX listing Rule 4.10.3, companies are required to provide a statement in their annual report to shareholders disclosing the extent to which they have followed the Recommendations in the reporting period. Where a company has not followed all the Recommendations, it must identify the Recommendations that have not been followed, the reasons for not following them, and what (if any) alternative governance practices it adopted in lieu of the recommendation during that period. It is not mandatory to follow the Recommendations. We believe we are in material compliance with the ASX Corporate Governance Principles and Recommendations.

Set forth below are the material provisions of the ASX Corporate Governance Principles and Recommendations together with the reasons related to the fiscal year ended June 30, 2021 where applicable, for variations there from:

1. Lay solid foundations for management and oversight. Companies should clearly delineate the respective roles and responsibilities of board and management and regularly review their performance. During the year ended June 30, 2021, we did not follow the Recommendations in the following area:

    a. The Company did not have a formal process for the evaluation of the performance of senior executives during the 2021 financial year. As the Company matures, the Board will establish formal quantitative and qualitative performance evaluation procedures. Until such time as formal procedures are implemented, the Chief Executive Officer will assess the performance of senior executives. The Company considers that a formal process is not essential at this stage and that performance evaluation can be effectively assessed on an informal basis.

    b. Although no formal performance evaluation has been undertaken during the year ended June 30, 2022, senior managers have been issued with securities with various performance milestones, under the Company's Incentive Plans. An individual's performance is measured and evaluated during the year against the milestones set under the Offer of the securities.

2. Structure the Board to be effective and add value. Listed companies should have a board of an appropriate size and collectively have the skills, commitment and knowledge of the entity and the industry in which it operates, to enable it to discharge its duties effectively and to add value. During the year ended June 30, 2022, AHI did not follow this Recommendations in the following area:

    a. The Company does not have a formal board skills matrix. The Board considers the current mix of skills and experience of members of the Board and its senior management is sufficient to meet the requirements of the Company.

3. Instill a culture of acting lawfully, ethically and responsibly. A listed entity should instill and continually reinforce a culture across the organization of acting lawfully, ethically and responsibly.

4. Safeguard the integrity of corporate reports. A listed entity should have appropriate processes to verify the integrity of its corporate reports.

    a. The Board has an Audit and Risk committee and amended its Audit and Risk Committee Charter to comply with both NASDAQ and ASX listing rules.

5. Recognize and manage risk. A listed entity should establish a sound system of risk management and periodically review the effectiveness of that framework.

    a. The Board has a Audit and Risk committee.

6. Remunerate fairly and responsibly. A listed entity should pay director remuneration sufficient to attract and retain high quality directors and design its executive remuneration to attract, retain and motivate high quality senior executives and to align their interests with the creation of value for security holders and with the entity's values and risk appetite.

    a. The Board has a Remuneration Committee, also known as a Compensation Committee

Committees of the Board of Directors

There are three Committees under the Board: an Audit and Risk Committee, a Remuneration (Compensation) Committee, and a Nominating and Corporate Governance Committee. The Company also has a formal charter for each of the Compensation and Nominating and Governance committees as well. The Company has determined that Nicholas Prosser, Non-Executive Chairman, Dato Low Non-Executive Director, Michael Melby Non-Executive Director and Peter Goldstien Non-Executive Director, will satisfy the "independence" requirements of Section 5605(a)(2) of the NASDAQ Listing Rules and Rule 10A-3 under the Securities Exchange Act. Each Committee's members and functions are described below.

Members will serve on these committees until their resignation or until otherwise determined by the Board of Directors.

Audit Committee. Each of our Audit and Risk Committee members satisfy the "independence" requirements of the NASDAQ listing rules and meet the independence standards under Rule 10A-3 under the Exchange Act. We have determined that Dato Low, independent director possesses accounting or related financial management experience that qualifies him as an "audit committee financial expert" as defined by the rules and regulations of the SEC. The Audit and Risk Committee will oversee our accounting and financial reporting processes and the audits of the financial statements of our company. The Audit Committee will be responsible for, among other things:

- appointing the independent auditors and pre-approving all auditing and non-auditing services permitted to be performed by the independent auditors;
- reviewing with the independent auditors any audit problems or difficulties and management's response;
- discussing the annual audited financial statements with management and the independent auditors;
- reviewing the adequacy and effectiveness of our accounting and internal control policies and procedures and any steps taken to monitor and control major financial and other risk exposures;
- reviewing and approving all proposed related party transactions;
- meeting separately and periodically with management and the independent auditors;
- monitoring compliance with our code of business conduct and ethics, including reviewing the adequacy and effectiveness of our procedures to ensure proper compliance; and
- review the Company's risk management framework including in relation to economic, environmental, and social sustainability risk at least annually.

The members of the Audit and Risk Committee are Dato Low (Chair), Nicholas Prosser and Peter Goldstein.

Remuneration (Compensation) Committee. All of our Remuneration (Compensation) Committee members satisfy the "independence" requirements of the NASDAQ listing rules and meet the independence standards under Rule 10A-3 under the Exchange Act. The Remuneration (Compensation) Committee will assist the board in reviewing and approving the compensation structure, including all forms of compensation, relating to our directors and executive officers. Our Chief Executive Officer may not be present at any Committee meeting during which his compensation is deliberated. The Remuneration (Compensation) Committee will be responsible for, among other things:

- reviewing and approving the total compensation package for our most senior executive officers;
- approving and overseeing the total compensation package for our executives other than the most senior executive officers;
- reviewing and recommending to the board with respect to the compensation of our directors;

- reviewing periodically and approving any long-term incentive compensation or equity plans;

- selecting compensation consultants, legal counsel or other advisors after taking into consideration all factors relevant to that person's independence from management; and

- reviewing programs or similar arrangements, annual bonuses, employee pension and welfare benefit plans.

The members of the Remuneration (Compensation) Committee are Nicholas Prosser (Chair), Dato Low and Dr Katherine Iscoe. Dr Iscoe is to be replaced by another independent Director.

Nominating and Corporate Governance Committee. Our Nominating and Corporate Governance Committee members satisfy the "independence" requirements of the NASDAQ listing rules and meet the independence standards under Rule 10A-3 under the Exchange Act. The Nominating and Corporate Governance Committee will assist the Board in selecting individuals qualified to become our directors and in determining the composition of the board and its Committees. The Nominating and Corporate Governance Committee is responsible for, among other things:

- identifying and recommending nominees for election or re-election to our Board or for appointment to fill any vacancy;

- reviewing annually with our Board its current composition in light of the characteristics of independence, age, skills, experience and availability of service to us;

- identifying and recommending to our Board to serve as members of Committees;

- advising the board periodically with respect to significant developments in the law and practice of corporate governance as well as our compliance with applicable laws and regulations, and making recommendations to our Board on all matters of corporate governance and on any corrective action to be taken; and

- monitoring compliance with our code of business conduct and ethics, including reviewing the adequacy and effectiveness of our procedures to ensure proper compliance.

The members of the *Nominating and Corporate Governance Committee* are Dr Katherine Iscoe, Nicholas Prosser (Chair), and Dato Low. Dr Iscoe is to be replaced by another independent Director.

Code of Business Conduct and Ethics

Our Board has adopted a code of business conduct which we have amended in order to be current and comply with the standards expected of NASDAQ listed companies prior to this Registration Statement becoming effective. The amended code of conduct codifies the business and ethical principles that govern all aspects of our business. We have filed a copy of our Code of Ethics as an exhibit to the registration statement of which this prospectus is a part. You will be able to review these documents by accessing our public filings at the SEC's website at www.sec.gov.

Duties of Directors

Under Australian law, our directors have a duty to act honestly, in good faith and in the best interests of all shareholders. Our directors also have a duty to exercise the care, diligence and skills that a reasonably prudent person would exercise in comparable circumstances. In fulfilling their fiduciary duty to the shareholders of the Company, our directors must ensure compliance with our Constitution. Our shareholders may have the right to seek damages from either the Company, the directors personally, or both, if a duty owed by our directors is breached.

The functions and powers of our Board include, among others:

- exercising the borrowing powers of the company and mortgaging the property of the Company;

- executing checks, promissory notes and other negotiable instruments on behalf of the Company;

- maintaining or registering a register of mortgages, charges or other encumbrances of the company;

- adopt any scheme or plan in the best interests of the Company designed to provide retiring or superannuation benefits for both present and future non-executive directors;

- delegate any of their powers to a committee consisting of such of their number as they may determine; and

- appoint any person to be attorney of the Company.

D. Employees

As of June 30, 2022, we had 19 full-time employees. All of our employees are located in Australia; with 1 performing sales and marketing functions, 12 performing research and development functions, and 6 performing general and administrative.

We enter into employment contracts with all of our full-time employees. In addition to salaries and benefits, we provide performance-based incentives for some of our full-time employees.

E. Share Ownership

Beneficial Ownership of Executive Officers and Directors

The following table sets forth certain information as of January 31, 2023 regarding the beneficial ownership of our ordinary shares by each of our directors and executive officers and by all our directors and executive officers as a group:

The number of shares in the Company held during the financial period by key management personnel of the consolidated entity, including their related parties are set out below:

Name	Balance at July 1, 2021	Received during the period as remuneration	Other changes during the period	Balance at January 31, 2023	% held
Scott Montgomery	-	-	-	616,410	0.314%
Dr Katherine Iscoe[1]	16,900,000	-	17,000,000	33,900,000	17.29%
Vlado Bosanac[2]	5,391,864	-	12,000,000/(17,000,000)	391,864	0.199%
Michael Melby[3]	3,000,000	1,000,000	-	4,000,000	2.04%
Nicholas Prosser[3]	6,265,036	1,000,000	-	7,265,036	3.71%
Dato Koon Poh Low	300,000	-	-	300,000	0.153%
Peter Goldstein	-	-	-	-	-
Edward Greissing Jr	-	-	-	-	-
Jacqueline Yee[4]	-	-	-	-	-
Simon Durack JP	-	-	-	-	-
Steven Richards	-	-	-	-	-

1 Appointed Executive Director and CEO on February 15, 2022. Resigned as CEO on December 1, 2022.

2 Resigned February 15, 2022. In addition to the above, Mr Bosanac held 12,000,000 performance rights in the Company, which were exercised for 12,000,000 ordinary shares.

3 1,000,000 ordinary shares were granted to each of Messrs Melby & Prosser, as approved by shareholders at the Annual General Meeting held on January 31, 2022.

4 Not appointed a Director until December 20, 2022.

(1) Beneficial ownership is determined in accordance with the rules and regulations of the SEC. In computing the number of shares beneficially owned by a person and the percentage ownership of that person, we have included shares that the person has the right to acquire within 60 days, including through the exercise of any option, warrant or other right or the conversion of any other security. These shares, however, are not included in the computation of the percentage ownership of any other person.

(2) The percentages shown are based on 196,053,969 ordinary shares issued and outstanding as of January 31, 2023.

Stock Option Plans

The Company has two stock option plans, the Incentive Performance Rights Plan and the Incentive Options Plan.

The Board, acting in remuneration matters, will:

1. Ensure that incentive plans are designed around appropriate and realistic performance targets and provide rewards when those targets are achieved;

2. Review and improve existing incentive plans established for employees; and

3. Approve the administration of the incentive plans, including receiving recommendations for, and the consideration and approval of grants pursuant to such incentive plans.

The Incentive Performance Rights Plan pertains to the offer of performance rights to Eligible Participants, while the Incentive Options Plan pertains to the offer of options to Eligible Participants.

Eligible Participant means:

(a) a Director (whether executive or non-executive) of any Group Company;

(b) a full or part time employee of any Group Company;

(c) a casual employee or contractor of a Group Company to the extent permitted by applicable regulatory relief in Australia; or

(d) a prospective participant, being a person to whom the Offer is made but who can only accept the Offer if an arrangement has been entered into that will result in the person becoming an Eligible Participant under Rules (a), (b) or (c) above, who is declared by the Board to be eligible to receive grants of Performance Rights under the Plan.

The purpose of each plan is to:

(a) assist in the reward, retention and motivation of Eligible Participants;

(b) link the reward of Eligible Participants to performance and the creation of Shareholder value;

(c) align the interests of Eligible Participants more closely with the interests of Shareholders by providing an opportunity for Eligible Participants to receive Shares;

(d) provide Eligible Participants with the opportunity to share in any future growth in value of the Company; and

(e) provide greater incentive for Eligible Participants to focus on the Company's longer term goals.

Australian Disclosure Requirements

Indemnifying directors and officers

During the financial year, we maintained an insurance policy to indemnify all current Directors and Officers against certain liabilities incurred as a Director or Officer, including costs and expenses associated in successfully defending legal proceedings. The contract of insurance prohibits disclosure of the nature of the liability and the amount of the premium. We have not otherwise, during or since the financial year, indemnified or agreed to indemnify an Officer or Auditor of our Group or any related body corporate against a liability incurred as such an Officer or Auditor.

Share options on issue during or since the end of the financial year

During or since the end of the financial year the unissued ordinary shares of Advanced Health Intelligence Ltd (formerly known as Advanced Human Imaging Ltd) under options were as follows:

Grant Date	Number of options granted	Exercise price (cents)	Vesting date	Expiry date
1 Feb 2019	200,000	65	31 Dec 2019	31 Dec 2022
1 Feb 2019	200,000	65	31 Dec 2020	31 Dec 2023
27 Nov 2019	1,000,000	60	4 Dec 2020	4 Dec 2022
19 Oct 2020	4,246,958	160	19 Oct 2020	19 Oct 2023
7 Feb 2022	140,000	110	7 Feb 2022	18 Jan 2025
7 Feb 2022	700,000	150	7 Feb 2022	7 Feb 2025
Total	**6,486,958**			

Shares issued as a result of the exercise of options

Grant Date	Number of options exercised	Exercise price	Vesting date	Expiry date
21 Dec 2016	750,000	$ 0.10	31 Dec 2018	31 Dec 2021
21 Dec 2016	500,000	$ 0.101	26 Oct 2019	30 Dec 2021
31 Jul 2018	250,000	$ 0.501	31 Dec 2019	31 Dec 2022
31 Jul 2018	250,000	$ 0.501	31 Dec 2020	31 Dec 2023
12 Feb 2019	58,333	$ 0.60	5 Mar 2019	20 Feb 2022
27 Nov 2019	500,000	$ 0.60	4 Dec 2020	4 Dec 2022
24 Feb 2020	100,000	$ 0.502	31 Jan 2021	31 Jan 2022
Total	**2,408,333**			

Proceedings on behalf of our Group

No proceedings have been brought or intervened in on behalf of our Group with leave of the Court under section 237 of the *Corporations Act 2001*.

Non-audit services

Non-audit services were provided by the Company's former Auditor, PKF Perth, and included taxation and other services amounting to A$16,800 for the year ended June 30, 2022.

Auditor's independence declaration

PKF Brisbane Audit

PKF

AUDITOR'S INDEPENDENCE DECLARATION
UNDER SECTION 307C OF THE CORPORATIONS ACT 2001
TO THE DIRECTORS OF ADVANCED HUMAN IMAGING LTD

I declare that, to the best of my knowledge and belief, during the year ended 30 June 2022, there have been no contraventions of:

(a) the auditor independence requirements of the *Corporations Act 2001* in relation to the audit; and

(b) any applicable code of professional conduct in relation to the audit.

This declaration is in respect of Advanced Human Imaging Ltd and the entities it controlled during the year.

PKF

PKF BRISBANE AUDIT

LIAM MURPHY
PARTNER

BRISBANE
14 DECEMBER 2022

PKF Brisbane Audit ABN 33 873 151 348
Level 6, 10 Eagle Street, Brisbane, QLD 4000 | GPO Box 1568, Brisbane, QLD 4001 | T: +61 7 3839 9733
Brisbane | Rockhampton www.pkf.com.au

Liability limited by a scheme approved under Professional Standards Legislation.
PKF Brisbane Pty Ltd. is a member firm of the PKF International Limited family of legally independent firms and does not accept any responsibility or liability for the actions or inactions of any individual member or correspondent firm or firms.

Corporate governance statement

In accordance with ASX listing Rule 4.10.3, the Company's 2022 Corporate Governance Statements can be found on its website at ahi.tech/investors.

ITEM 7. MAJOR SHAREHOLDERS AND RELATED PARTY TRANSACTIONS

A. Major Shareholders

As of January 31, 2023, Mad Scientist Pty Ltd held 16,900,000 ordinary shares (or ADS equivalents), or 9.08% of our ordinary shares. The beneficial owner of all the shares in Mad Scientist is Dr Katherine Iscoe. Dr Katherine Iscoe also owns a further 17,000,000 ordinary shares in her own name or 8.67% of our ordinary shares.

There are no other shareholders known to us who beneficially own more than 5% of our ordinary shares.

Significant Changes in the Ownership of Major Shareholders

There have been no other significant changes in the ownership of major shareholders during the year.

A major shareholder would not have different voting rights.

Record Holders

As of January 13, 2023, there were 4,631 holders of record of our ordinary shares. The majority of trading by our U.S. investors is done by means of ADSs that are held of record by The Bank Of New York Mellon, a New York banking corporation which held 12.45% of our ordinary shares including as of such date.

B. Related Party Transactions

a) Subsidiaries

In January 2018, our wholly owned subsidiary, MyFiziq Inc., was incorporated in the U.S. in preparation for the commercialization of our technology for the U.S. market. During the financial years since incorporation, there was no activity in this subsidiary.

b) Holding company

The holding company is Advanced Health Intelligence Ltd (formerly known as Advanced Human Imaging Ltd), from December 8, 2022.

c) Joint venture agreement

We have a 50% interest in Body Composition Technologies Pte. Limited ("BCT"), a company incorporated in Singapore for the purpose of developing out technology Platform for commercialization within the medical or insurance sector.

During 2022, the Company provided services to Body Composition Technologies Pty Ltd ("BCT Australia") an Australian incorporated wholly owned subsidiary of BCT, for which the Company earned revenue of A$189,765 (2021: A$553,185).

During 2019, we entered into a loan agreement with BCT Australia. The interest free loan was repaid in July 2020. At June 30, 2021, the balance of the loan was A$0 (2019: A$68,500).

On July 20, 2020, we announced that we would participate in the BCT capital raising in the amount of approximately A$671,000. The participation will increase our ownership percentage in BCT, upon conversion, to a majority stake of up to 54% in BCT (on a fully diluted basis).

d) Transactions with Directors

Other than compensation paid to directors and executive personnel, there were no related party transactions with our officers or directors to report for the financial year ended June 30, 2022.

C. Interests of Experts and Counsel

Not applicable.

ITEM 8. FINANCIAL INFORMATION

A. Financial Statements and Other Financial Information

See "*Item 18. Financial Statements*" of this Annual Report for the consolidated financial statements and other financial information.

Legal Proceedings

From time to time, we are involved in litigation or other legal proceedings incidental to our business. We are not currently a party to any litigation the outcome of which, if determined adversely to us, would individually or in the aggregate be reasonably expected to have a material adverse effect on our business, operating results, cash flows or financial condition.

Dividend Distribution Policy

We have never declared or paid cash dividends on our common shares. We currently do not have any plans to pay cash dividends. Rather, we currently intend to retain all of our available funds and any future earnings to operate and grow our business.

B. Significant Changes

Not applicable.

ITEM 9. THE OFFER AND LISTING

A. Offer and Listing Details

Australian Securities Exchange

Our ordinary shares have traded on the ASX since our initial public offering on August 17, 2015, under the symbol "MYQ". On March 5, 2021, we changed our name to Advanced Human Imaging Ltd and our shares have traded under the symbol "AHI" since that date. On December 8, 2022 we changed our name to Advanced Health Intelligence Ltd.

NASDAQ Capital Market

On November 19, 2021, our ADSs began trading on the NASDAQ Capital Market under the symbol "AHI."

B. Plan of Distribution

Not applicable.

C. Markets

We were incorporated on October 1, 2014 as an Australian corporation under the name MyFiziq, Ltd. We listed our Ordinary Stock on the Australian Securities Exchange (ASX) in 2015. On March 5, 2021, we changed our name to Advanced Human Imaging Ltd and on December 8, 2022 we changed our name to Advanced Health Intelligence Ltd.

D. Selling Shareholders

Not applicable.

E. Dilution

Not applicable.

F. Expenses of the Issue

Not applicable.

ITEM 10. ADDITIONAL INFORMATION

A. Share Capital

Not applicable.

B. Memorandum and Articles of Association

We were incorporated on October 1, 2014 as an Australian corporation under the name MyFiziq Ltd. We listed our Ordinary Stock on the Australian Securities Exchange (ASX) in 2015. On March 5, 2021, we changed our name to Advanced Human Imaging Ltd. On December 8, 2022, we changed our name to Advanced Health Intelligence Ltd. Our registration number is ACN 602 111 115.

The following description of our share capital is only a summary.

Our constituent document or governing rules is a constitution (the "Constitution"). Our Constitution is subject to the terms of the Listing Rules of the ASX and the *Corporations Act 2001* (the "Corporations Act"). Our Constitution is similar in nature to the by-laws of a company incorporated under the laws of the U.S. Our Constitution does not provide for or prescribe any specific objects or purposes. The rights and restrictions attaching to Ordinary Shares are derived through a combination of our Constitution, the common law applicable to Australia, the Listing Rules of the ASX, the Corporations Act, and other applicable law. A general summary of some of the rights and restrictions attaching to Ordinary Shares are summarized below. Each Ordinary Share holder is entitled to receive notice of and to be present, to vote and to speak at general meetings. Our Constitution permits the rights or restrictions attached to any shares or class or shares to be amended or repealed and replaced by special resolution of at least 75% of the shareholders affected by such amendment.

Ordinary Shares

Our Ordinary Shares have no par value. Subject to the Listing Rules of the ASX, we are authorized to issue an unlimited number of Ordinary Shares.

Dividends

Holders of Ordinary Shares are entitled to receive such dividends as may be declared by the Board. All dividends are declared and paid according to the amounts paid up on the shares in respect of which the dividend is paid. There have been no dividends paid to holders of Ordinary Shares to date.

Voting

Holders of Ordinary Shares have the right to receive notice and attend and vote at all general meetings.

Rights to Share in the Surplus in the Event of Winding Up

Our Constitution provides for the right of shareholders to participate in a surplus in the event of our winding up, subject to any amounts unpaid on the shares and the rights attaching to a class of shares.

No Redemption Provision for Ordinary Shares

There are no redemption provisions in our Constitution in relation to ordinary shares. Under our Constitution, we may issue and allot preference shares, which are liable to be redeemed. Under the Corporations Act, redeemable preference shares may only be redeemed if those preference shares are fully paid-up and payment in satisfaction of redemption is out of profits or the proceeds of a new issue of shares made for the purposes of the redemption.

Variation of Class Rights

The Corporations Act provides that if a company has a constitution that sets out the procedure for varying or cancelling rights attached to shares in a class of shares, those rights may be varied or cancelled only in accordance with the procedure. The rights attached to our Ordinary Shares may only be varied with the consent in writing of holders holding at least three-quarters of the shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of shares of that class. The issue of preference shares may in certain circumstances, constitute a variation of class rights requiring approval by holders of Ordinary Share in this manner.

Right to Share in Our Profits

Pursuant to our Constitution, our shareholders are entitled to participate in our profits by payment of dividends. Our board of directors may from time to time determine to pay dividends to the shareholders. However, any such dividend may only be payable in accordance with the requirements set out in the Corporations Act described above.

Rights to Share in the Surplus in the Event of Winding Up

Our Constitution provides for the right of shareholders to participate in a surplus in the event of our winding up, subject to the rights attaching to a class of shares.

No Redemption Provision for Ordinary Shares

There are no redemption provisions in our Constitution in relation to ordinary shares. Under our Constitution, shares may be issued and allotted, which are liable to be redeemed. Under the Corporations Act, redeemable preference shares may only be redeemed if those preference shares are fully paid-up and payment in satisfaction of redemption is out of profits or the proceeds of a new issue of shares made for the purposes of the redemption.

Options

The Company provides long term incentives to Directors and Employees pursuant to the MyFiziq Limited Incentive Option Plan (approved by shareholders on November 27, 2019) or the MyFiziq Limited Incentive Performance Rights Plan (approved by shareholders on February 16, 2017 and re-approved on December 11, 2020).

Holders of options shall have no right to vote on any resolutions at a meeting of shareholders, unless and until the option is exercised and Ordinary Shares are held. The options are to be issued at a price determined by the Board and for no consideration. Subject to the Listing Rules of the ASX, the exercise price, duration and other relevant terms of an option is to be determined by the Board in its sole discretion.

Shareholders Meetings

We must hold an annual general meeting within five months of the end of each fiscal year. Our end of fiscal year is currently June 30 each year. At the annual general meeting, shareholders typically consider the annual financial report, directors' report and auditor's report and vote on matters, including the election of directors and the appointment of the auditor (if necessary). We may also hold other meetings of shareholders from time to time. The annual general meeting must be held in addition to any other meetings which we may hold.

Unless applicable law or our Constitution requires a special resolution, a resolution of shareholders is passed if more than 50% of the votes at the meeting are cast in favor of the resolution by shareholders in person or proxy entitled to vote upon the relevant resolution. A special resolution is passed if the notice of meeting sets out the intention to propose the special resolution and it is passed if at least 75% of the votes at the meeting are cast by shareholders in person or proxy entitled to vote upon the relevant resolution.

A special resolution usually involves more important questions affecting us as a whole or the rights of some or all of our shareholders. Special resolutions are required in a variety of circumstances under our Constitution and the Corporations Act, including without limitation:

- to change our name;
- to amend or repeal and replace our Constitution;
- to approve the terms of issue of preference shares;
- to approve the variation of class rights of any class of shareholders;
- to convert one class of shares into another class of shares;
- to approve certain buy backs of shares;
- to approve a selective capital reduction of our shares;
- to approve financially assisting a person to acquire our shares;
- to change our company type;
- with the leave of an authorized Australian court, to approve our voluntary winding up;
- to confer on a liquidator, with either general or specific authority in respect of compensation arrangements of such liquidator; and
- to approve an arrangement entered into between a company about to be, or in the course of being, wound up.

Shareholder Voting Rights

At a general meeting, every shareholder present (in person or by proxy, attorney or representative) and entitled to vote has one vote on a show of hands. Every shareholder present (in person or by proxy, attorney or representative) and entitled to vote has one vote per fully paid Ordinary Share and that portion of a vote for any partly paid share that the amount paid on the partly paid share bears to the total amounts paid and payable, on a poll. This is subject to any other rights or restrictions which may be attached to any shares or the Listing Rules of the ASX or the Corporations Act which may prevent interested parties from voting on a matter. In the case of an equality of votes on a resolution at a meeting (whether on a show of hands or on a poll), the chairman of the meeting has a deciding vote in addition to any vote that the chairman of the meeting has in respect of that resolution.

Issue of Shares and Changes in Capital

Subject to our Constitution, the Corporations Act, the Listing Rules of the ASX and any other applicable law, we may at any time issue shares and grant options or warrants on any terms, with preferred, deferred or other special rights and restrictions and for the consideration and other terms that the directors determine. Our power to issue shares includes the power to issue bonus shares (for which no consideration is payable to us), preference shares (including redeemable preference shares) and partly paid shares.

Pursuant to the Listing Rules of the ASX, our Board may in their discretion issue securities to persons who are not related parties of our Company or persons otherwise the subject of rule 10.11 of the Listing Rules of the ASX, without the approval of shareholders, if such issue, when aggregated with securities issued by us (without either shareholder approval or pursuant to an exemption set out in the Listing Rules of the ASX) during the previous 12-month period would be an amount that would not exceed 15% of our issued share capital at the commencement of the 12-month period (or a combined limit of up to 25% of our issued share capital, subject to certain conditions, if prior approval for the additional 10% is obtained from shareholders at our annual meeting of shareholders). Other allotments of securities require approval by an ordinary resolution of shareholders unless these other allotments of securities fall under a specified exception under the Listing Rules of the ASX.

Under our Constitution, we may issue preference shares. There are no preference shares issued or allotted as at the date of this prospectus.

Subject to the requirements of our Constitution, the Corporations Act, the Listing Rules of the ASX and any other applicable law, we may:

- consolidate or divide our share capital into a larger or smaller number by resolution passed by shareholders at a general meeting;
- reduce our share capital provided that the reduction is fair and reasonable to our shareholders as a whole, and does not materially prejudice our ability to pay creditors. If the reduction is an equal reduction it is required to be approved by resolution passed by shareholders at a general meeting, while if it is a selective reduction, it is required to be approved by special resolution passed by at least 75% of the votes cast by shareholders who vote by person or proxy at a duly convened shareholders meeting (and are not otherwise excluded by law;
- undertake an equal access buyback of our Ordinary Shares by ordinary resolution of shareholders (although if we have bought back less than 10% of our shares over the period of the previous 12 months, shareholder approval may not be required); and
- undertake a selective buyback of certain shareholders' shares by special resolution passed by at least 75% of the votes cast by shareholders who vote by person or proxy at a duly convened shareholders meeting (and are not otherwise excluded by law), with no votes being cast in favor of the resolution by any person whose shares are proposed to be bought back or by their associates.

In certain circumstances, including the division of a class of shares into further classes of shares, the issue of additional shares or the issue of a new class of shares, we may require the approval of any class of shareholders whose rights are varied or are taken to be varied by special resolution of shareholders generally and by special resolution of the holder of shares in that class whose rights are varied or taken to be varied.

Dividends may be paid on shares of one class but not another and at different rates for different classes but must be paid at the same rate amongst one class.

Takeover Approval Provisions

Under our Constitution, any proportional takeover scheme must be approved by those shareholders holding shares included in the class of shares in respect of which the offer to acquire those shares was first made. The registration of the transfer of any shares following the acceptance of an offer made under a scheme is prohibited until that scheme is approved by the relevant shareholders. This provision must be renewed by shareholders every three years.

Exchange Controls

Australia has largely abolished exchange controls on investment transactions. The Australian dollar is freely convertible into U.S. dollars. In addition, there are currently no specific rules or limitations regarding the export from Australia of profits, dividends, capital or similar funds belonging to foreign investors, except that certain payments to non-residents must be reported to the Australian Cash Transaction Reports Agency, which monitors such transaction, and amounts on account of potential Australian tax liabilities may be required to be withheld unless a relevant taxation treaty can be shown to apply.

Ownership Threshold

There are no provisions in our Constitution which require a shareholder to disclose ownership above a certain threshold. The Corporations Act, however, requires a shareholder to notify us and the ASX once it, together with its associates, acquires a 5% interest in our Ordinary Shares, at which point the shareholder will be considered to be a "substantial" shareholder. Further, once a shareholder owns a 5% interest in us, such shareholder must notify us and the ASX of any increase or decrease of 1% or more in its holding of our Ordinary Shares and must also notify us and the ASX on its ceasing to be a "substantial" shareholder.

Change of Control

Takeovers of listed Australian public companies, such as AHI, are regulated by the Corporations Act, which prohibits the acquisition of a "relevant interest" in issued voting shares in a listed company if the acquisition will lead to that person's or someone else's voting power in the company increasing from 20% or below to more than 20% or increasing from a starting point that is above 20% and below 90%, subject to a range of exceptions.

Generally, a person will have a relevant interest in securities if the person:

- is the holder of the securities;
- has power to exercise, or control the exercise of, a right to vote attached to the securities; or
- has the power to dispose of, or control the exercise of a power to dispose of, the securities, including any indirect or direct power or control.

If, at a particular time, a person has a relevant interest in issued securities and the person:

- has entered or enters into an agreement with another person with respect to the securities;
- has given or gives another person an enforceable right, or has been or is given an enforceable right by another person, in relation to the securities (whether the right is enforceable presently or in the future and whether or not on the fulfillment of a condition);
- has granted or grants an option to, or has been or is granted an option by, another person with respect to the securities; or
- the other person would have a relevant interest in the securities if the agreement were performed, the right enforced or the option exercised;

the other person is taken to already have a relevant interest in the securities.

There are a number of exceptions to the above prohibition on acquiring a relevant interest in issued voting shares above 20%. In general terms, some of the more significant exceptions include:

- acquisition relating to takeover bids;
- when shareholders approve the takeover by resolution passed at general meeting;
- an acquisition by a person of no more than 3% in any 6 month period;
- when the acquisition results from the issue of securities under a rights issue;

Breaches of the takeovers provisions of the Corporations Act are criminal offenses. ASIC and the Australian Takeover Panel have a wide range of powers relating to breaches of takeover provisions, including the ability to make orders canceling contracts, freezing transfers of, and rights attached to, securities, and forcing a party to dispose of securities. There are certain defenses to breaches of the takeover provisions provided in the Corporations Act.

The Foreign Acquisitions and Takeovers Act 1975

Under Australian law, foreign persons acquiring shares in an Australian company may require approval from the Australian Treasurer prior to undertaking the acquisition. These requirements are set forth in the *Australian Foreign Acquisitions and Takeovers Act 1975* and the *Foreign Acquisitions and Takeovers Regulations 2015* (together, "Australia's Foreign Investment Regime").

Under Australia's Foreign Investment Regime, as currently in effect, foreign persons must make a mandatory notification to the Australian Treasurer through the Foreign Investment Review Board ("FIRB") and obtain receipt of a no objections notification from the Australian Treasurer in the following circumstances (among others):

- all foreign persons acquiring a 'direct interest' (generally an interest of 10% or more) of the shares in a company that is a 'national security business', regardless of value;
    - 'foreign government investors' acquiring a direct interest in the share of any company, regardless of value; and
    - foreign persons that are not 'foreign government investors' acquiring a 'substantial interest' (generally 20% or more) of the shares in a company which has a total asset value of A$281 million or more (or A$1,216 million or more in the case of investors incorporated in the US.

Please note that acquisitions thresholds take account of interests held by 'associates' and there are tracing rules that can apply.

At present, we do not have total assets of A$281 million and we are not a 'national security business'.

An entity is a 'foreign government investor if it is:

- a foreign government or separate government entity; or
- a corporation, trust or limited partnership in which foreign government entities/separate government entities from:
    - a single country, together with associates, hold (directly or indirectly) an interest of 20% or more (including through actual or potential voting power); or
    - multiple countries, together with associates, hold (directly or indirectly) interests of 40% or more in aggregate (including through actual or potential voting power) – provided the interest holders do not meet certain passive investor requirements.

"Associates" is a broadly defined term under Australia's Foreign Investment Regime and includes:

- spouses, lineal ancestors and descendants, and siblings;
- partners, officers of companies, the company or its subsidiaries;
- their shareholders related through substantial shareholdings or voting power;
- corporations whose directors are controlled by the person, or who control a person;
- associations between trustees and substantial beneficiaries of trust estates; and
- for foreign government investors, any foreign government investor from the same country.

There are criminal and civil penalties for breaches of Australia's Foreign Investment Regime. A breach includes failing to give notice to the Treasurer and obtaining approvals, where notification is mandatory. In addition, the Treasurer may make orders, including requiring the acquirer to dispose of the shares it has acquired within a specified period of time, or imposing conditions if he considers the transaction to be contrary to Australia's national interest or contrary to Australia's national security if an application is not made.

Each foreign person seeking to acquire holdings in excess of the above caps (including their associates, as the case may be) would need to complete an application form setting out the proposal and relevant particulars of the acquisition/shareholding. The Australian Treasurer then has 30 days to consider the application and a further 10 days to notify the applicant of that decision. The decision period commences upon receipt of payment of the correct application fee. However, FIRB can request an extension of time. If the applicant does not consent to the extension, FIRB can issue an interim order preventing the foreign person from carrying out the proposed transactions and allowing FIRB a further 90 days to consider the application.

If we become a 'foreign person' under Australia's Foreign Investment Regime, we would be required to obtain the approval of the Australian Treasurer for us, together with our associates, to undertake certain acquisitions of Australian entities, businesses and land.

Due to broad tracing rules in Australia's Foreign Investment Regime, the percentage of foreign ownership in us may influence the foreign person status of any Australian company or business in which it may choose to invest. We have no current plans for any such acquisition and do not own any property.

Our Constitution does not contain any additional limitations on a non-resident's right to hold or vote our securities.

Liquidation Rights

After satisfaction of the claims of creditors, preferential payments to holders of outstanding preference shares and subject to any special rights or restrictions attached to shares, on a winding up, any available assets must be used to repay the capital contributed by the shareholders and any surplus must be distributed among the shareholders in proportion to the number of fully paid shares held by them. For this purpose, a partly paid share is treated as a fraction of a share equal to the proportion which the amount paid bears to the total issue price of the share before the winding up began.

If we experience financial problems, the directors may appoint an administrator to take over our operations to see if we can come to an arrangement with our creditors. If we cannot agree with our creditors, we may be wound up.

A receiver, or receiver and manager, may be appointed by order of a court or under an agreement with a secured creditor to take over some or all of the assets of a company. A receiver may be appointed, for example, because an amount owed to a secured creditor is overdue.

We may be wound up by order of a court, or voluntarily if our shareholders pass a special resolution to do so. A liquidator is appointed when a court orders a company to be wound up or the shareholders of a company pass a resolution to wind us up. A liquidator is appointed to administer the winding up of a company.

American Depositary Shares

The Bank of New York Mellon, as depositary, will register and deliver American Depositary Shares, also referred to as ADSs. Each ADS will represent Ordinary Shares (or a right to receive Ordinary Shares) deposited with HSBC Australia, as custodian for the depositary in Australia. Each ADS will also represent any other securities, cash or other property that may be held by the depositary. The deposited shares together with any other securities, cash or other property held by the depositary are referred to as the deposited securities. The depositary's office at which the ADSs will be administered and its principal executive office are located at 240 Greenwich Street, New York, New York 10286.

You may hold ADSs either (A) directly (i) by having an American Depositary Receipt, also referred to as an ADR, which is a certificate evidencing a specific number of ADSs, registered in your name, or (ii) by having uncertificated ADSs registered in your name, or (B) indirectly by holding a security entitlement in ADSs through your broker or other financial institution that is a direct or indirect participant in The Depository Trust Company, also called "DTC". If you hold ADSs directly, you are a registered ADS holder, also referred to as an ADS holder. This description assumes you are an ADS holder. If you hold the ADSs indirectly, you must rely on the procedures of your broker or other financial institution to assert the rights of ADS holders described in this section. You should consult with your broker or financial institution to find out what those procedures are.

Registered holders of uncertificated ADSs will receive statements from the depositary confirming their holdings.

As an ADS holder, we will not treat you as one of our shareholders and you will not have shareholder rights. Australian law governs shareholder rights. The depositary will be the holder of the shares underlying your ADSs. As a registered holder of ADSs, you will have ADS holder rights. A deposit agreement among us, the depositary, ADS holders and all other persons indirectly or beneficially holding ADSs sets out ADS holder rights as well as the rights and obligations of the depositary. New York law governs the deposit agreement and the ADSs.

The following is a summary of the material provisions of the deposit agreement. For more complete information, you should read the entire deposit agreement and the form of ADR.

Dividends and Other Distributions

How will you receive dividends and other distributions on the shares?

The depositary has agreed to pay or distribute to ADS holders the cash dividends or other distributions it or the custodian receives on shares or other deposited securities, upon payment or deduction of its fees and expenses. You will receive these distributions in proportion to the number of shares your ADSs represent.

Cash. The depositary will convert any cash dividend or other cash distribution we pay on the shares into U.S. dollars, if it can do so on a reasonable basis and can transfer the U.S. dollars to the United States. If that is not possible or if any government approval is needed and cannot be obtained, the deposit agreement allows the depositary to distribute the foreign currency only to those ADS holders to whom it is possible to do so. It will hold the foreign currency it cannot convert for the account of the ADS holders who have not been paid. It will not invest the foreign currency and it will not be liable for any interest.

Before making a distribution, any withholding taxes, or other governmental charges that must be paid will be deducted. The depositary will distribute only whole U.S. dollars and cents and will round fractional cents to the nearest whole cent. *If the exchange rates fluctuate during a time when the depositary cannot convert the foreign currency, you may lose some of the value of the distribution.*

Shares. The depositary may distribute additional ADSs representing any shares we distribute as a dividend or free distribution. The depositary will only distribute whole ADSs. It will sell shares which would require it to deliver a fraction of an ADS (or ADSs representing those shares) and distribute the net proceeds in the same way as it does with cash. If the depositary does not distribute additional ADSs, the outstanding ADSs will also represent the new shares. The depositary may sell a portion of the distributed shares (or ADSs representing those shares) sufficient to pay its fees and expenses in connection with that distribution.

Rights to purchase additional shares. If we offer holders of our securities any rights to subscribe for additional shares or any other rights, the depositary may (i) exercise those rights on behalf of ADS holders, (ii) distribute those rights to ADS holders or (iii) sell those rights and distribute the net proceeds to ADS holders, in each case after deduction or upon payment of its fees and expenses. To the extent the depositary does not do any of those things, it will allow the rights to lapse. *In that case, you will receive no value for them.* The depositary will exercise or distribute rights only if we ask it to and provide satisfactory assurances to the depositary that it is legal to do so. If the depositary will exercise rights, it will purchase the securities to which the rights relate and distribute those securities or, in the case of shares, new ADSs representing the new shares, to subscribing ADS holders, but only if ADS holders have paid the exercise price to the depositary. U.S. securities laws may restrict the ability of the depositary to distribute rights or ADSs or other securities issued on exercise of rights to all or certain ADS holders, and the securities distributed may be subject to restrictions on transfer.

Other Distributions. The depositary will send to ADS holders anything else we distribute on deposited securities by any means it thinks is legal, fair and practical. If it cannot make the distribution in that way, the depositary has a choice. It may decide to sell what we distributed and distribute the net proceeds, in the same way as it does with cash. Or, it may decide to hold what we distributed, in which case ADSs will also represent the newly distributed property. However, the depositary is not required to distribute any securities (other than ADSs) to ADS holders unless it receives satisfactory evidence from us that it is legal to make that distribution. The depositary may sell a portion of the distributed securities or property sufficient to pay its fees and expenses in connection with that distribution. U.S. securities laws may restrict the ability of the depositary to distribute securities to all or certain ADS holders, and the securities distributed may be subject to restrictions on transfer.

The depositary is not responsible if it decides that it is unlawful or impractical to make a distribution available to any ADS holders. We have no obligation to register ADSs, shares, rights or other securities under the Securities Act. We also have no obligation to take any other action to permit the distribution of ADSs, shares, rights or anything else to ADS holders. *This means that you may not receive the distributions we make on our shares or any value for them if it is illegal or impractical for us to make them available to you*.

Deposit, Withdrawal and Cancellation

How are ADSs issued?

The depositary will deliver ADSs if you or your broker deposits shares or evidence of rights to receive shares with the custodian. Upon payment of its fees and expenses and of any taxes or charges, such as stamp taxes or stock transfer taxes or fees, the depositary will register the appropriate number of ADSs in the names you request and will deliver the ADSs to or upon the order of the person or persons that made the deposit.

How can ADS holders withdraw the deposited securities?

You may surrender your ADSs to the depositary for the purpose of withdrawal. Upon payment of its fees and expenses and of any taxes or charges, such as stamp taxes or stock transfer taxes or fees, the depositary will deliver the shares and any other deposited securities underlying the ADSs to the ADS holder or a person the ADS holder designates at the office of the custodian. Or, at your request, risk and expense, the depositary will deliver the deposited securities at its office, if feasible. However, the depositary is not required to accept surrender of ADSs to the extent it would require delivery of a fraction of a deposited share or other security. The depositary may charge you a fee and its expenses for instructing the custodian regarding delivery of deposited securities.

How do ADS holders interchange between certificated ADSs and uncertificated ADSs?

You may surrender your ADR to the depositary for the purpose of exchanging your ADR for uncertificated ADSs. The depositary will cancel that ADR and will send to the ADS holder a statement confirming that the ADS holder is the registered holder of uncertificated ADSs. Upon receipt by the depositary of a proper instruction from a registered holder of uncertificated ADSs requesting the exchange of uncertificated ADSs for certificated ADSs, the depositary will execute and deliver to the ADS holder an ADR evidencing those ADSs.

Voting Rights

How do you vote?

ADS holders may instruct the depositary how to vote the number of deposited shares their ADSs represent. If we request the depositary to solicit your voting instructions (and we are not required to do so), the depositary will notify you of a shareholders' meeting and send or make voting materials available to you. Those materials will describe the matters to be voted on and explain how ADS holders may instruct the depositary how to vote. For instructions to be valid, they must reach the depositary by a date set by the depositary. The depositary will try, as far as practical, subject to the laws of Australia and the provisions of our articles of association or similar documents, to vote or to have its agents vote the shares or other deposited securities as instructed by ADS holders. If we do not request the depositary to solicit your voting instructions, you can still send voting instructions, and, in that case, the depositary may try to vote as you instruct, but it is not required to do so.

Except by instructing the depositary as described above, you won't be able to exercise voting rights unless you surrender your ADSs and withdraw the shares. However, you may not know about the meeting enough in advance to withdraw the shares. In any event, the depositary will not exercise any discretion in voting deposited securities and it will only vote or attempt to vote as instructed.

We cannot assure you that you will receive the voting materials in time to ensure that you can instruct the depositary to vote your shares. In addition, the depositary and its agents are not responsible for failing to carry out voting instructions or for the manner of carrying out voting instructions. *This means that you may not be able to exercise voting rights and there may be nothing you can do if your shares are not voted as you requested.*

In order to give you a reasonable opportunity to instruct the depositary as to the exercise of voting rights relating to Deposited Securities, if we request the Depositary to act, we agree to give the depositary notice of any such meeting and details concerning the matters to be voted upon at least 45 days in advance of the meeting date.

Fees and Expenses

***Persons depositing or withdrawing shares or ADS holders must pay*:**	***For*:**
US$5.00 (or less) per 100 ADSs (or portion of 100 ADSs)	Issuance of ADSs, including issuances resulting from a distribution of shares or rights or other property
	Cancellation of ADSs for the purpose of withdrawal, including if the deposit agreement terminates
US$0.05 (or less) per ADS	Any cash distribution to ADS holders
A fee equivalent to the fee that would be payable if securities distributed to you had been shares and the shares had been deposited for issuance of ADSs	Distribution of securities distributed to holders of deposited securities (including rights) that are distributed by the depositary to ADS holders
US$0.05 (or less) per ADS per calendar year	Depositary services
Registration or transfer fees	Transfer and registration of shares on our share register to or from the name of the depositary or its agent when you deposit or withdraw shares
Expenses of the depositary	Cable (including SWIFT) and facsimile transmissions (when expressly provided in the deposit agreement)
	Converting foreign currency to U.S. dollars
Taxes and other governmental charges the depositary or the custodian has to pay on any ADSs or shares underlying ADSs, such as stock transfer taxes, stamp duty or withholding taxes	As necessary
Any charges incurred by the depositary or its agents for servicing the deposited securities	As necessary

The depositary collects its fees for delivery and surrender of ADSs directly from investors depositing shares or surrendering ADSs for the purpose of withdrawal or from intermediaries acting for them. The depositary collects fees for making distributions to investors by deducting those fees from the amounts distributed or by selling a portion of distributable property to pay the fees. The depositary may collect its annual fee for depositary services by deduction from cash distributions or by directly billing investors or by charging the book-entry system accounts of participants acting for them. The depositary may collect any of its fees by deduction from any cash distribution payable (or by selling a portion of securities or other property distributable) to ADS holders that are obligated to pay those fees. The depositary may generally refuse to provide fee-attracting services until its fees for those services are paid.

From time to time, the depositary may make payments to us to reimburse us for costs and expenses generally arising out of establishment and maintenance of the ADS program, waive fees and expenses for services provided to us by the depositary or share revenue from the fees collected from ADS holders. In performing its duties under the deposit agreement, the depositary may use brokers, dealers, foreign currency dealers or other service providers that are owned by or affiliated with the depositary and that may earn or share fees, spreads or commissions.

The depositary may convert currency itself or through any of its affiliates, or the custodian or we may convert currency and pay U.S. dollars to the depositary. Where the depositary converts currency itself or through any of its affiliates, the depositary acts as principal for its own account and not as agent, advisor, broker or fiduciary on behalf of any other person and earns revenue, including, without limitation, transaction spreads, that it will retain for its own account. The revenue is based on, among other things, the difference between the exchange rate assigned to the currency conversion made under the deposit agreement and the rate that the depositary or its affiliate receives when buying or selling foreign currency for its own account. The depositary makes no representation that the exchange rate used or obtained by it or its affiliate in any currency conversion under the deposit agreement will be the most favorable rate that could be obtained at the time or that the method by which that rate will be determined will be the most favorable to ADS holders, subject to the depositary's obligation to act without negligence or bad faith. The methodology used to determine exchange rates used in currency conversions made by the depositary is available upon request. Where the custodian converts currency, the custodian has no obligation to obtain the most favorable rate that could be obtained at the time or to ensure that the method by which that rate will be determined will be the most favorable to ADS holders, and the depositary makes no representation that the rate is the most favorable rate and will not be liable for any direct or indirect losses associated with the rate. In certain instances, the depositary may receive dividends or other distributions from the us in U.S. dollars that represent the proceeds of a conversion of foreign currency or translation from foreign currency at a rate that was obtained or determined by us and, in such cases, the depositary will not engage in, or be responsible for, any foreign currency transactions and neither it nor we make any representation that the rate obtained or determined by us is the most favorable rate and neither it nor we will be liable for any direct or indirect losses associated with the rate.

Payment of Taxes

You will be responsible for any taxes or other governmental charges payable on your ADSs or on the deposited securities represented by any of your ADSs. The depositary may refuse to register any transfer of your ADSs or allow you to withdraw the deposited securities represented by your ADSs until those taxes or other charges are paid. It may apply payments owed to you or sell deposited securities represented by your ADSs to pay any taxes owed and you will remain liable for any deficiency. If the depositary sells deposited securities, it will, if appropriate, reduce the number of ADSs to reflect the sale and pay to ADS holders any proceeds, or send to ADS holders any property, remaining after it has paid the taxes.

Tender and Exchange Offers; Redemption, Replacement or Cancellation of Deposited Securities

The depositary will not tender deposited securities in any voluntary tender or exchange offer unless instructed to do so by an ADS holder surrendering ADSs and subject to any conditions or procedures the depositary may establish.

If deposited securities are redeemed for cash in a transaction that is mandatory for the depositary as a holder of deposited securities, the depositary will call for surrender of a corresponding number of ADSs and distribute the net redemption money to the holders of called ADSs upon surrender of those ADSs.

If there is any change in the deposited securities such as a sub-division, combination or other reclassification, or any merger, consolidation, recapitalization or reorganization affecting the issuer of deposited securities in which the depositary receives new securities in exchange for or in lieu of the old deposited securities, the depositary will hold those replacement securities as deposited securities under the deposit agreement. However, if the depositary decides it would not be lawful and practical to hold the replacement securities because those securities could not be distributed to ADS holders or for any other reason, the depositary may instead sell the replacement securities and distribute the net proceeds upon surrender of the ADSs.

If there is a replacement of the deposited securities and the depositary will continue to hold the replacement securities, the depositary may distribute new ADSs representing the new deposited securities or ask you to surrender your outstanding ADs in exchange for new ADRs identifying the new deposited securities.

If there are no deposited securities underlying ADSs, including if the deposited securities are cancelled, or if the deposited securities underlying ADSs have become apparently worthless, the depositary may call for surrender of those ADSs or cancel those ADSs upon notice to the ADS holders.

Amendment and Termination

How may the deposit agreement be amended?

We may agree with the depositary to amend the deposit agreement and the ADRs without your consent for any reason. If an amendment adds or increases fees or charges, except for taxes and other governmental charges or expenses of the depositary for registration fees, facsimile costs, delivery charges or similar items, or prejudices a substantial right of ADS holders, it will not become effective for outstanding ADSs until 30 days after the depositary notifies ADS holders of the amendment. *At the time an amendment becomes effective, you are considered, by continuing to hold your ADSs, to agree to the amendment and to be bound by the ADRs and the deposit agreement as amended.*

How may the deposit agreement be terminated?

The depositary will initiate termination of the deposit agreement if we instruct it to do so. The depositary may initiate termination of the deposit agreement if

- 60 days have passed since the depositary told us it wants to resign but a successor depositary has not been appointed and accepted its appointment;
- we delist the ADSs from an exchange in the United States on which they were listed and do not list the ADSs on another exchange in the United States or make arrangements for trading of ADSs on the U.S. over-the-counter market;
- we delist our shares from an exchange outside the United States on which they were listed and do not list the shares on another exchange outside the United States;
- the depositary has reason to believe the ADSs have become, or will become, ineligible for registration on Form F-6 under the *Securities Act of 1933*;
- we appear to be insolvent or enter insolvency proceedings;
- all or substantially all the value of the deposited securities has been distributed either in cash or in the form of securities;
- there are no deposited securities underlying the ADSs or the underlying deposited securities have become apparently worthless; or
- there has been a replacement of deposited securities.

If the deposit agreement will terminate, the depositary will notify ADS holders at least 90 days before the termination date. At any time after the termination date, the depositary may sell the deposited securities. After that, the depositary will hold the money it received on the sale, as well as any other cash it is holding under the deposit agreement, unsegregated and without liability for interest, for the pro rata benefit of the ADS holders that have not surrendered their ADSs. Normally, the depositary will sell as soon as practicable after the termination date.

After the termination date and before the depositary sells, ADS holders can still surrender their ADSs and receive delivery of deposited securities, except that the depositary may refuse to accept a surrender for the purpose of withdrawing deposited securities or reverse previously accepted surrenders of that kind that have not settled if it would interfere with the selling process. The depositary may refuse to accept a surrender for the purpose of withdrawing sale proceeds until all the deposited securities have been sold. The depositary will continue to collect distributions on deposited securities, but, after the termination date, the depositary is not required to register any transfer of ADSs or distribute any dividends or other distributions on deposited securities to the ADSs holder (until they surrender their ADSs) or give any notices or perform any other duties under the deposit agreement except as described in this paragraph.

Limitations on Obligations and Liability

Limits on our Obligations and the Obligations of the Depositary; Limits on Liability to Holders of ADSs

The deposit agreement expressly limits our obligations and the obligations of the depositary. It also limits our liability and the liability of the depositary. We and the depositary:

- are only obligated to take the actions specifically set forth in the deposit agreement without negligence or bad faith, and the depositary will not be a fiduciary or have any fiduciary duty to holders of ADSs;
- are not liable if we are or it is prevented or delayed by law or by events or circumstances beyond our or its ability to prevent or counteract with reasonable care or effort from performing our or its obligations under the deposit agreement;
- are not liable if we or it exercises discretion permitted under the deposit agreement;
- are not liable for the inability of any holder of ADSs to benefit from any distribution on deposited securities that is not made available to holders of ADSs under the terms of the deposit agreement, or for any special, consequential or punitive damages for any breach of the terms of the deposit agreement;
- have no obligation to become involved in a lawsuit or other proceeding related to the ADSs or the deposit agreement on your behalf or on behalf of any other person;
- may rely upon any documents we believe or it believes in good faith to be genuine and to have been signed or presented by the proper person;
- are not liable for the acts or omissions of any securities depository, clearing agency or settlement system; and
- the depositary has no duty to make any determination or provide any information as to our tax status, or any liability for any tax consequences that may be incurred by ADS holders as a result of owning or holding ADSs or be liable for the inability or failure of an ADS holder to obtain the benefit of a foreign tax credit, reduced rate of withholding or refund of amounts withheld in respect of tax or any other tax benefit.

In the deposit agreement, we and the depositary agree to indemnify each other under certain circumstances.

Requirements for Depositary Actions

Before the depositary will deliver or register a transfer of ADSs, make a distribution on ADSs, or permit withdrawal of shares, the depositary may require:

- payment of stock transfer or other taxes or other governmental charges and transfer or registration fees charged by third parties for the transfer of any shares or other deposited securities;
    - satisfactory proof of the identity and genuineness of any signature or other information it deems necessary; and
    - compliance with regulations it may establish, from time to time, consistent with the deposit agreement, including presentation of transfer documents.

The depositary may refuse to deliver ADSs or register transfers of ADSs when the transfer books of the depositary or our transfer books are closed or at any time if the depositary or we think it advisable to do so.

Your Right to Receive the Shares Underlying your ADSs

ADS holders have the right to cancel their ADSs and withdraw the underlying shares at any time except:

- when temporary delays arise because: (i) the depositary has closed its transfer books or we have closed our transfer books; (ii) the transfer of shares is blocked to permit voting at a shareholders' meeting; or (iii) we are paying a dividend on our shares;
    - when you owe money to pay fees, taxes and similar charges; or
    - when it is necessary to prohibit withdrawals in order to comply with any laws or governmental regulations that apply to ADSs or to the withdrawal of shares or other deposited securities.

This right of withdrawal may not be limited by any other provision of the deposit agreement.

Direct Registration System

In the deposit agreement, all parties to the deposit agreement acknowledge that

the Direct Registration System, also referred to as "DRS", and Profile Modification System, also referred to as "Profile", will apply to the ADSs. DRS is a system administered by DTC that facilitates interchange between registered holding of uncertificated ADSs and holding of security entitlements in ADSs through DTC and a DTC participant. Profile is a feature of DRS that allows a DTC participant, claiming to act on behalf of a registered holder of uncertificated ADSs, to direct the depositary to register a transfer of those ADSs to DTC or its nominee and to deliver those ADSs to the DTC account of that DTC participant without receipt by the depositary of prior authorization from the ADS holder to register that transfer.

In connection with and in accordance with the arrangements and procedures relating to DRS/Profile, the parties to the deposit agreement understand that the depositary will not determine whether the DTC participant that is claiming to be acting on behalf of an ADS holder in requesting registration of transfer and delivery as described in the paragraph above has the actual authority to act on behalf of the ADS holder (notwithstanding any requirements under the Uniform Commercial Code). In the deposit agreement, the parties agree that the depositary's reliance on and compliance with instructions received by the depositary through the DRS/Profile system and in accordance with the deposit agreement will not constitute negligence or bad faith on the part of the depositary.

Shareholder communications; inspection of register of holders of ADSs

The depositary will make available for your inspection at its office all communications that it receives from us as a holder of deposited securities that we make generally available to holders of deposited securities. The depositary will send you copies of those communications or otherwise make those communications available to you if we ask it to. You have a right to inspect the register of holders of ADSs, but not for the purpose of contacting those holders about a matter unrelated to our business or the ADSs.

Jury Trial Waiver

The deposit agreement provides that, to the extent permitted by law, ADS holders waive the right to a jury trial of any claim they may have against us or the depositary arising out of or relating to our shares, the ADSs or the deposit agreement, including any claim under the U.S. federal securities laws. If we or the depositary opposed a jury trial demand based on the waiver, the court would determine whether the waiver was enforceable in the facts and circumstances of that case in accordance with applicable case law.

You will not, by agreeing to the terms of the deposit agreement, be deemed to have waived our or the depositary's compliance with U.S. federal securities laws or the rules and regulations promulgated thereunder.

C. Material Contracts

Subsequent to year end, AHI concluded a share sale agreement on August 5, 2022, to acquire 100% of Vertica Health Pty Ltd ("Vertica").

The acquisition of Vertica has brought Vertica's software products into AHI for use within the B2B customers and partners of AHI.

The consideration paid and payable by AHI for the proposed acquisition will comprise:

- cash payments totaling US$600,000, comprising:
    - US$100,000 payable on closing;
    - US$250,000 payable 1 year from closing; and
    - US$250,000 payable 2 years from closing; and
- 1,500,000 AHI shares, escrowed for 24 months from issue.

Given the value of the consideration payable, AHI doesn't consider that the acquisition is material (in the context of AHI's market capitalization and net asset position) to warrant an announcement to the market under LR 3.1. However, as part of the consideration involves an issue of shares, AHI released an Appendix 3B to the market to satisfy LR 3.10.3.

The projected increase in consolidated total assets due to the Vertica transaction is equal to the value of the proposed consideration payable to acquire Vertica, comprising US$100,000 in cash on closing (offset by a corresponding reduction in AHI's existing cash to pay this amount), US$500,000 in deferred cash consideration and 1,500,000 AHI shares (subject to 24 months voluntary escrow) valued at the market price of 12c per share at the time of the transaction.

AHI is budgeting for an increase of approximately A$80,000 per month to working capital costs as a result of the Vertica transaction. Vertica does not currently generate material revenues or profits, so AHI does not forecast any material increases to these numbers in its P&L statement in the near term as a result of the acquisition of Vertica.

wellteq Acquisition Agreement

Subsequent to year end, AHI entered into a definitive arrangement agreement (the "Arrangement Agreement") with wellteq Digital Health Inc. (CSE: WTEQ) (OTCQB: WTEQF), ("wellteq"), on September 2, 2002, whereby AHI will acquire all of the outstanding shares of wellteq in an all-share acquisition (the "Transaction").

Pursuant to the terms of the Arrangement Agreement, AHI will acquire 100% of the outstanding wellteq Shares by way of a plan of Arrangement (the "Arrangement") under the Business Corporations Act (British Columbia). In consideration for the wellteq Shares, AHI will issue one (1) AHI Share for every six (6) wellteq Shares outstanding at the effective time of the Arrangement, equal to 0.1667 AHI Shares for every one (1) wellteq Share.

AHI will issue a total of approximately 17,811,508 AHI shares in total consideration for 100% of wellteq's issued shares. Following completion of the Transaction, wellteq shareholders in aggregate will hold approximately 9.573% of AHI's issued capital.

In conjunction with the Arrangement Agreement, AHI and wellteq also entered into a loan agreement (the "Loan Agreement"), whereby AHI has agreed to advance to wellteq up to A$1,200,000.

wellteq is a global digital health provider, empowering people to be healthier and happier by coaching lasting behaviour change by delivering a digital health platform to employers and insurance corporate customers, who in turn offer it to their employees and policy holders respectively. wellteq provides the supportive behavioural change that coaches people through lifestyle improvements. wellteq's shares are currently listed on the Canadian Securities Exchange ('CSE').

The Transaction has seen AHI acquire wellteq's complementary software assets in the health and wellness space, which are intended to be integrated with AHI's software assets. AHI also consider wellteq's target market to be consistent with its current focus.

On November 24, 2022, a special meeting of wellteq shareholders voted 100% of the votes cast to approve the Arrangement. Following this over whelming vote of wellteq shareholders, on November 30, 2022, the Supreme Court of British Columbia, Canada, approved the Transaction.

The wellteq Arrangement was completed on December 6, 2022, which saw the issue of 17,804,587 ordinary shares in the Company on December 6, 2022, in favour of the wellteq shareholders as consideration shares valued at A$1,673,631. At November 30, 2022, wellteq had an (unaudited) net liability position of A$741,061, suggesting provisional intangible assets acquired of A$2,414,692. Given the proximity of transaction completion to the date of this restated financial report, the initial accounting for the business combination, including the determination of the fair value of any identifiable intangible assets acquired, is incomplete.

Activate Health OÜ Master Services Agreement

On August 29, 2022, the Company entered into a Master Services Agreement ("Activate MSA") with digital health provider Activate Health OÜ ("Activate").

The parties have executed the standard AHI MSA which entails the legal and contractual terms in which AHI agrees to grant Activate the right to use AHI's licensed Software Development Kits (SDKs) for IOS and Android platforms for body circumference measurements, face scan measurements and related intellectual property once integrated into the Activate digital therapeutics (DTx) platform.

The Activate MSA incorporates the following information and guidelines: commercial undertakings, software development kit, end-user license, technology support, data processing agreement, fee schedule and professional services, including implementation support and training services, which are to be provided by AHI within the agreement with Activate.

The initial term of the Activate MSA is for two years from commencement and will automatically extend for subsequent consecutive periods each of equivalent length to the initial term. Early termination procedures are included for either party to the Activate MSA.

The pricing mechanism in the Activate MSA is based on either single scans or bulk purchase of scans. Under the terms of the Activate MSA, Activate will purchase a block of 4,000 FaceScans and a block of 4,000 BodyScans for EUR€22,960, to be paid in two scheduled payments between now and the end of 2022. The first payment was received on September 16, 2022.

Vertica Health Master Services Agreement

On April 7, 2022 the Company entered into a Master Services Agreement ("Vertica MSA") with South Africa based digital health platform VERTICA HEALTH Pty Ltd ("Vertica").

The parties have executed the standard AHI MSA which entails the legal and contractual terms in which AHI agrees to grant Vertica the right to use AHI's licensed Software Development Kits (SDKs) for IOS and Android platforms for body circumference measurements, face scan measurements and related intellectual property once integrated into the Vertica application/platform.

The Vertica MSA incorporates the following information and guidelines: commercial undertakings, software development kit, end-user license, technology support, data processing agreement, fee schedule and professional services, including implementation support and training services, which are to be provided by AHI within the Vertica MSA.

The initial term of the Vertica MSA is for one year from commencement and will automatically extend for subsequent consecutive periods each of equivalent length to the initial term. Early termination procedures are included for either party to the Vertica MSA.

The financial impact of the Vertica MSA on AHI cannot be currently quantified and there are no minimum order requirements contained in the agreement.

CustIncCo Pte Ltd Master Services Agreement

On April 4, 2022, the Company entered into a Master Services Agreement ("CustIntCo MSA") with Singapore based digital health and financial intelligence platform CustIntCo Pte Ltd. ("CustIntCo").

The parties have executed the standard AHI MSA which entails the legal and contractual terms in which AHI agrees to grant BizBaz (a wholly owned subsidiary of CustIntCo), the right to use AHI's licensed Software Development Kits (SDKs) for IOS and Android platforms for body circumference measurements, face scan measurements and related intellectual property once integrated into the BizBaz application/platform.

The CustIntCo MSA incorporates the following information and guidelines: commercial undertakings, software development kit, end user license, technology support, data processing agreement, fee schedule and professional services, including implementation support and training services, which are to be provided by AHI within the CustIntCo MSA.

The initial term of the CustIntCo MSA is for one year from commencement and will automatically extend for subsequent consecutive periods each of equivalent length to the initial term. Early termination procedures are included for either party to the CustIntCo MSA.

The financial impact of the CustIntCo MSA on AHI cannot be currently quantified and there are no minimum order requirements contained in the agreement.

Nextmedicall S.A.C Master Services Agreement

On March 24, 2022 the Company entered into a Master Services Agreement ("Nextmedicall MSA") with digital health and medical group NEXTMEDICALL S.A.C ("Nextmedicall").

The Nextmedicall MSA entails the legal and contractual terms in which AHI agrees to grant Nextmedicall the right to use AHI's licensed Software Development Kits (SDKs) and related intellectual property once integrated into the Nextmedicall application/platform.

The Nextmedicall MSA incorporates the following information and guidelines, Commercial undertakings, Software Development Kit, End User License, Technology Support, and the Data Processing Agreement.

Nextmedicall is currently integrating the AHI MultiScan SDK (software development kit) into the Nextmedicall application and platform. The initial integration will allow access to the FaceScan followed by the proprietary BodyScan, empowering its users with an ability to track and ascertain dimensional base risk assessment and vitals sign.

Cubert Definitive Agreement

On December 1, 2021, the Company executed all definitive agreements with Toronto based Digital Health provider Cubert Inc ("Cubert") that has developed FitTrack My Health ("FitTrack"), a preventative health screening app.

The new integrated functionality will be called FitScan and will enable its users to privately check, track, accurately assess overall wellness, and predict potential health risks -- all from their smartphone. FitTrack users will be able to combine their FitScan results with FitTrack's easy to use Health Scores, enhancing FitTrack's continued evolution to a complete holistic health solution for consumers across both software and hardware.

FitScan's technology will encompass two core elements, integral to understanding an individual's health.

FitScan's FaceScan is a non-intrusive and easy-to-use scan for measuring key health metrics, including heart rate, blood pressure, respiratory rate, and risks associated with cardiovascular disease, heart attacks and strokes.

FitScan's BodyScan Assessment will combine innovative technology and state of the art image processing techniques that returns over ten unique insights such as body circumference, body composition, and risk indicators for obesity and type-2 diabetes.

By delivering a comprehensive and complete overview of personal health and wellbeing, FitScan provides an innovative approach to remote health monitoring and preventative care. Results from scans can be securely exported to a physician or doctor instantly through a personal device, empowering FitTrack's customers to take control of their personal health journey starting at home.

Bearn Agreement

On April 5, 2020, the Company entered into an agreement (the "Bearn Agreement") with Bearn LLC ("Bearn") whereby we granted Bearn a license to our proprietary SDK and access to our *BodyScan* Platform, with Bearn to integrate our Platform into its own app. The initial term of the Bearn Agreement was 12 months, and it will auto renew for a further 12 months unless either party provides at least 90 days written notice to the other party prior to the expiry of the current term.

On 9 February 2022, the Bearn Agreement was updated to include the integration of *FaceScan* into the Bearn Platform. This agreement includes fees consisting of Per Scan Fees for *BodyScan* (number of body scans captured multiplied by US$2.00), and subscription pricing for *FaceScan* and *BodyScan*, Data Storage Fees, Support Fees, Incident Support Fees, Measurement Support Fees and Additional Fees (each as defined in the Bearn Agreement). The Company has begun to generate revenue from the Bearn Agreement.

On January 22, 2021 we entered into a subsequent agreement with Bearn, in which we provided a funding arrangement of US$500,000 to assist Bearn in the expansion and marketing of the Bearn Platform. Under the subsequent agreement, Bearn had undertaken to repay the funds within 12 months and also to deliver AHI 1,000,000 active monthly Users. The funding is secured by the majority holding of Bearn and its technology.

AHI has granted Bearn an extension of the loan note until June 30, 2023. All rights and terms under the agreement have remained in place and in effect.

On May 18, 2022 the company announced, Bearn has made significant progress with the integration of the AHI technology and partners wishing to use the combined platform.

Biomorphik Agreement

On September 15, 2020, the Company entered into an agreement with Biomorphik PTY Ltd. ("Biomorphik") whereby we granted a license to our proprietary SDK, and access to our cloud-based anthropometric measurement Platform, to Biomorphik. The initial term of the Biomorphik Agreement is 24 months, and it will auto renew for a further 24 months unless either party provides at least 90 days written notice to the other party prior to the expiry of the current term. This agreement includes fees consisting of the User Fees, Monitoring Fees, Data Storage Fees, Support Fees and Additional Fees (each as defined in the Biomorphik Agreement). The Company has begun to generate revenue from this Contract.

Jayex Healthcare Ltd. Term Sheet

On September 28, 2020, the Company entered into a binding Term Sheet with NuraLogix and Jayex Healthcare Ltd. ("Jayex"), an Australian technology and services company aimed at bringing choice, convenience and efficiency to healthcare professionals, patients and consumers (the "Jayex Terms Sheet"). Under the Jayex Terms Sheet, the parties agreed to collaborate and work together to design, develop and integrate the *CompleteScan* Platform into Jayex's existing platform. As stated on the Jayex website, the company currently has over 50,000,000 patient interactions a year across 6,500 healthcare organizations and providers. The Company has not yet begun to generate revenue from this arrangement and no definitive agreement with Jayex has been finalized as of the date of filing.

Nexus Vita Term Sheet

On September 28, 2020, we entered into a binding term sheet with NuraLogix Corporation and Nexus Vita Pte Ltd. ("Nexus-Vita"), a centralized intervention, medical and health data center in Singapore. Following the completion of product integration, Nexus-Vita agreed to promote the *CompleteHealth* Platform to existing and new platform partners and has guaranteed a minimum user number of 100,000 active Users per month within the first 12 months from commercial launch. Nexus-Vita will pay us US$2.99 per user per month. No definitive agreement with Nexus-Vita has been finalized as of the date of this filing.

On June 21, 2021, the Company entered into an Application Integration Agreement with Nexus-Vita whereby the Company and Nexus-Vita have agreed to collaborate and work together to design, develop and integrate the Company's platform into the existing Nexus-Vita platform. Nexus-Vita has agreed to pay the Company a fixed amount of US$500,000 for the completion of the integration to be performed by the Company's development team. AHI has received an initial payment of US$100,000 with the balance to be paid on completion of integration. The Company and Nexus-Vita have agreed to enter into a definitive agreement prior to Nexus-Vita's application being integrated with the Company's platform. No additional revenue is expected until the completion of the integration.

The Original Fit Factory (TV.Fit) Agreement

On April 21, 2021, AHI concluded all definitive agreements ("Agreement") with The Original Fit Factory ("TOFF") which has developed the world-leading TRUCONNECT and TV.FIT fitness and wellbeing platforms available through iOS and Android app stores across 71 countries. TOFF have both B2C and B2B solutions. Our *BodyScan* technology will be integrated into TOFF's B2C and B2B offerings. The initial term of this Agreement is 24 months, and it will auto renew for a further 24 months unless either party provides at least 90 days written notice to the other party prior to the expiry of the current term. The Agreement includes; commercial terms, SDK End User License Agreement, Data Processing Agreement and Support Agreement. The application launched on May 8, 2021 and has begun to generate revenue.

MVMNT Agreement

On October 20, 2020, the Company signed a Definitive Agreement with MVMNT Inc. ("MVMNT"). Under the agreement, our technology will be integrated into MVMNT's core mobile technology platform, our solution will be made available to all subscribers within MVMNT's branded digital training experiences commencing with these initial fitness-centric platforms including but not limited to: McGregor F.A.S.T. and Fitocracy. The initial term of the MVMNT Agreement is 24 months, beginning on October 8, 2020 and it will auto renew for a further 12 months unless either party provides at least 90 days written notice to the other party prior to the expiry of the current term. The Company has not yet begun to generate revenue from this contract.

MVMNT - McGregor F.A.S.T

Conor McGregor's proprietary fitness system (www.McGregorFast.com) is looking to bring its unison revolutionary training and nutrition techniques to McGregor fans and fitness enthusiasts across the world via his new app. McGregor sees this activity as a natural extension to his business empire, given his mission to distribute his coaching on mixed martial arts training, nutrition and fight preparation to a global audience.

MVMNT will integrate our technology into the McGregor FAST app, which will then be promoted to McGregor's social media base (currently 45 million followers in aggregate) and the broader UFC community of fans, who will be able to track changes in their body using our technology as they follow McGregor's training plans. Our offering will be integrated into the app's subscription service.

In addition, MVMNT represents several other globally recognized sporting personalities with a combined social media presence of over 30 million (over 75 million with the inclusion of McGregor) which will be exposed to the MVMNT / AHI integrated offering.

MVMNT - Fitocracy

Now owned by MVMNT, Fitocracy was founded in 2011 and is considered a pioneer of mobile/digital fitness. The platform has partnered with some of the top performance and fitness brands and experts over the years, including Arnold Schwarzenegger and Red Bull, and continues to be one of the top mobile apps at the forefront of improving consumer health and fitness. We will collaborate with Fitocracy to offer our revolutionary *BodyScan* tracking application to the Fitocracy community.

Triage Investment Agreement

On December 3, 2020, AHI reached an agreement to make a strategic technology investment of US$6 million in Triage Technologies Inc. ("Triage") over a 14-month period, subject to shareholder approval, (US$3 million in cash and US$3 million in our Ordinary Shares), as part of a strategic plan to expand our service offering.

Body Composition Technologies Pte Ltd

Body Composition Technologies Pte Ltd ("BCT"), is a majority owned joint venture between AHI and Gold Quay Capital formed in 2017. Under the terms of the agreement, BCT is licensed to distribute the AHI technology to the Medical and Insurance sectors. AHI is the majority shareholder of BCT with 50% (up to54% upon conversion of convertible debt) ownership of the capital stock. Gold Quay Capital paid AHI A$2,000,000 for the distribution rights and licensing of the AHI technology. BCT has spent A$6,000,000 to date on developing the business segment and research and development required/used to expand the technology into the segment.

e-Mersion Media Pty Ltd binding term sheet

On May 11, 2021, the company entered into a binding Terms Sheet with e-Mersion Media (UK) Limited, a subsidiary of Melbourne based, e-Mersion Media Pty Ltd ("e-Mersion"), that will see e-Mersion's interactive platform deliver the AHI technology via their in-publication portal. The intention is to offer the AHI technology for health and health related scan along with apparel sizing directly embedded into the e-Mersion partners digital magazines.

e-Mersion will design relevant media within the partner publications, that will be a reader specific call to action pertaining to the publications target audience. An example of this would be a heart rate check with an adrenaline sport publication, such as motor racing or a clothing retailers advertisement having the *BodyScan* measurement capabilities available via the retailers catalogue directly on the device on which the consumer is seeing the clothing item.

e-Mersion Media has developed a high-end digital magazine publication platform that works seamlessly with traditional magazine owners and advertisers. The e-Mersion Platform is a ground-breaking digitization magazine solution providing full contextual content and advertising opportunities complete with end-to-end real-time interaction and engagement. The platform is dynamic and allows magazine publishers and advertisers to access real-time insights to drive future business and editorial decisions like never before. All while delivering interactive real-time user opportunities.

Users are exposed to editorial content within the magazine's ecosystem that is enhanced with video, sight touch and sound. Advertisers are able to use these same features to enhance their advertisements and utilize existing cross-media assets they would otherwise not be able to within a traditional print magazine environment. The end experience is a truly immersive and interactive experience that promotes engagement and real-time feedback for the reader, publisher, and advertiser.

Inter-PSY B.V Agreement

On February 7, 2022, the Company entered into a Master Services Agreement with INTER-PSY B.V ("Inter-Psy MSA"). Inter-Psy B.V ("Inter-Psy") is a Netherlands-based mental health and preventative care company that has developed HEALTHiCHECK, a preventative health screening app for the Dutch and European markets.

The Inter-Psy MSA entails the legal and contractual terms in which AHI agrees to grant Inter-Psy the right to use AHI's licensed Software Development Kits (SDKs) and related intellectual property once integrated into the Inter-Psy application/platform. The initial term of this Agreement is 12 months, and it will auto renew for a further 12 months unless either party provides at least 30 days written notice to the other party prior to the expiry of the current term.

The Inter-Psy MSA incorporates the following information and guidelines: commercial undertakings, software development kit, end-user license, technology support, data processing agreement, fee schedule and professional services, including implementation support and training services, which are to be provided by AHI within the Inter-Psy MSA.

Inter-Psy is currently integrating the AHI MultiScan SDK (software development kit) into the Inter-Psy application and platform.

D. Exchange Controls

Australia has largely abolished exchange controls on investment transactions. The Australian dollar is freely convertible into U.S. dollars. In addition, there are currently no specific rules or limitations regarding the export from Australia of profits, dividends, capital, or similar funds belonging to foreign investors, except that certain payments to non-residents must be reported to the Australian Cash Transaction Reports Agency, which monitors such transactions, and amounts on account of potential Australian tax liabilities may be required to be withheld unless a relevant taxation treaty can be shown to apply.

The Foreign Acquisitions and Takeovers Act 1975

Under Australian law, in certain circumstances foreign persons are prohibited from acquiring more than a limited percentage of the shares in an Australian company without notification to or approval from the Australian Treasurer. These limitations are set forth in the Australian Foreign Acquisitions and Takeovers Act, or the Takeovers Act.

Under the Takeovers Act, as currently in effect, any foreign person, together with associates, is prohibited from acquiring 15% or more of the shares in any company having total assets exceeding A$266 million or more. In addition, a foreign person may not acquire shares in a company having total assets of A$266 million or more if, as a result of that acquisition, the total holdings of all foreign persons and their associates will exceed 40% in aggregate without the approval of the Australian Treasurer. However, for "U.S. Investors" and investors from certain other countries, a threshold of A$1,154 million applies (except in certain circumstances) to each of the previous acquisitions. A "U.S. Investor" is defined by the Takeovers Act as a U.S. national or a U.S. enterprise.

If the necessary approvals are not obtained, the Treasurer may make an order requiring the acquirer to dispose of the shares it has acquired within a specified period of time. Under the current Australian foreign investment policy, however, it is unlikely that the Treasurer would make such an order where the level of foreign ownership exceeds 40% in the ordinary course of trading, unless the Treasurer finds that the acquisition is contrary to the national interest. The same rule applies if the total holdings of all foreign persons and their associates already exceeds 40% and a foreign person (or its associate) acquires any further shares, including in the course of trading in the secondary market of the ADSs. At present, we do not have total assets of A$266 million.

If the level of foreign ownership exceeds 40% at any time, we would be considered a foreign person under the Takeovers Act. In such event, we would be required to obtain the approval of the Treasurer for our company, together with our associates, to acquire (i) more than 15% of an Australian company or business with assets totaling over A$252 million; or (ii) any direct or indirect ownership interest in Australian residential real estate.

The percentage of foreign ownership in our company would also be included in determining the foreign ownership of any Australian company or business in which it may choose to invest. Since we have no current plans for any such acquisitions and do not own any property, any such approvals required to be obtained by us as a foreign person under the Takeovers Act will not affect our current or future ownership or lease of property in Australia.

Our Constitution does not contain any additional limitations on a non-resident's right to hold or vote our securities.

Australian law requires the transfer of shares in our company to be made in writing. No stamp duty will be payable in Australia on the transfer of ADSs.

E. Taxation

The following is a discussion of Australian and U.S. tax consequences material to our shareholders. To the extent that the discussion is based on tax legislation which has not been subject to judicial or administrative interpretation, the views expressed in the discussion might not be accepted by the tax authorities in question or by court. The discussion is not intended, and should not be construed, as legal or professional tax advice and does not exhaust all possible tax considerations.

Holders of our ADSs should consult their own tax advisors as to the United States, Australian or other tax consequences of the purchase, ownership and disposition of ADSs, including, in particular, the effect of any foreign, state or local taxes.

AUSTRALIAN TAX CONSEQUENCES

In this section we discuss the material Australian tax considerations that apply to non-Australian tax residents with respect to the acquisition, ownership and disposal of the absolute beneficial ownership of ADSs, which are evidenced by ADRs. This discussion is based upon existing Australian tax law as of the date of this annual report, which is subject to change, possibly retrospectively. This discussion does not address all aspects of Australian income tax law which may be important to particular investors in light of their individual investment circumstances, such as ADSs or shares held by investors subject to special tax rules (for example, financial institutions, insurance companies or tax exempt organisations). In addition, this summary does not discuss any foreign or state tax considerations, other than stamp duty. Prospective investors are urged to consult their tax advisors regarding the Australian and foreign income and other tax considerations of the purchase, ownership and disposition of the ADSs or shares.

Nature of ADSs for Australian Taxation Purposes

Holders of our ADSs are treated as the owners of the underlying ordinary shares for Australian income tax and capital gains tax purposes. Therefore, dividends paid on the underlying ordinary shares will be treated for Australian tax purposes as if they were paid directly to the owners of ADSs, and the disposal of ADSs will be treated for Australian tax purposes as the disposal of the underlying ordinary shares. In the following analysis we discuss the application of the Australian income tax and capital gains tax rules to non-Australian resident holders of ADSs.

Taxation of Dividends

Australia operates a dividend imputation system under which dividends may be declared to be 'franked' to the extent of tax paid on company profits. Fully franked dividends are not subject to dividend withholding tax. Dividends that are not franked or are partly franked and are paid to non-Australian resident shareholders are subject to dividend withholding tax, but only to the extent the dividends are not franked.

Unfranked dividends paid to a non-resident shareholder are subject to withholding tax at 30%, unless the shareholder is a resident of a country with which Australia has a double taxation agreement. In accordance with the provisions of the Double Taxation Convention between Australia and the United States., the maximum rate of Australian tax on unfranked dividends to which a resident of the United States is beneficially entitled is 15%, where the U.S. resident holds less than 10% of the voting rights in our company, or 5% where the U.S. resident holds 10% or more of the voting rights in our company. The Double Taxation Convention between Australia and the United States does not apply to limit the tax rate on dividends where the ADSs are effectively connected to a permanent establishment or a fixed base carried on by the owner of the ADSs in Australia through which the shareholder carries on business or provides independent personal services, respectively.

Tax on Sales or other Dispositions of Shares - Capital Gains Tax

Australian capital gains derived by non-Australian residents in respect of the disposal of capital assets that are not taxable Australian property will be disregarded. Non-Australian resident shareholders will not be subject to Australian capital gains tax on the capital gain made on a disposal of our shares, unless they, together with associates, hold 10% or more of our issued capital, tested either at the time of disposal or over any continuous 12 month period in the 24 months prior to disposal, and the value of our shares at the time of disposal are wholly or principally attributable to Australian real property assets.

Australian capital gains tax applies to net capital gains at a taxpayer's marginal tax rate. Previously, certain shareholders, such as individuals were entitled to a discount of 50% for capital gains on shares held for greater than 12 months. However, as part of the 2012-2013 Federal Budget measures, the Australian Government announced changes to the application of the CGT discount for foreign resident individuals on taxable Australian assets, including shares. These changes became effective on June 29, 2013.

The effect of the change is to:

- Retain access to the full CGT discount for discount capital gains of foreign resident individuals in respect of the increase in the value of a CGT asset that occurred before May 9, 2013; and

- Remove the CGT discount for discount capital gains for foreign resident individuals that arise after May 8, 2013.

Foreign residents will still have access to a discount on discount capital gains accrued prior to May 8, 2013 provided they choose to obtain a market valuation for their assets as of that date.

Net capital gains are calculated after reduction for capital losses, which may only be offset against capital gains.

Tax on Sales or other Dispositions of Shares - Shareholders Holding Shares on Revenue Account

Some non-Australian resident shareholders may hold shares on revenue rather than on capital account, for example, share traders. These shareholders may have the gains made on the sale or other disposal of the shares included in their assessable income under the ordinary income provisions of the income tax law, if the gains are sourced in Australia.

Non-Australian resident shareholders assessable under these ordinary income provisions in respect of gains made on shares held on revenue account would be assessed for such gains at the Australian tax rates for non-Australian residents, which start at a marginal rate of 32.5% for non-Australian resident individuals. Some relief from the Australian income tax may be available to such non-Australian resident shareholders under the Double Taxation Convention between the United States and Australia, for example, because the shareholder does not have a permanent establishment in Australia.

To the extent an amount would be included in a non-Australian resident shareholder's assessable income under both the capital gains tax provisions and the ordinary income provisions, the capital gain amount would generally be reduced, so that the shareholder would not be subject to double tax on any part of the income gain or capital gain.

Dual Residency

If a shareholder were a resident of both Australia and the United States under those countries' domestic taxation laws, that shareholder may be subject to tax as an Australian resident. If, however, the shareholder is determined to be a U.S. resident for the purposes of the Double Taxation Convention between the United States and Australia, the Australian tax applicable would be limited by the Double Taxation Convention. Shareholders should obtain specialist taxation advice in these circumstances.

Stamp Duty

A transfer of shares of a company listed on the ASX is not subject to Australian stamp duty except in some circumstances where one person, or associated persons, acquires 90% or more of the shares.

Australian Death Duty

Australia does not have estate or death duties. No capital gains tax liability is realised upon the inheritance of a deceased person's shares. The disposal of inherited shares by beneficiaries, may, however, give rise to a capital gains tax liability.

Goods and Services Tax

The issue or transfer of shares will not incur Australian goods and services.

UNITED STATES FEDERAL INCOME TAX CONSEQUENCES

The following is a summary of certain material U.S. federal income tax consequences that generally apply to U.S. Holders (as defined below) who hold ADSs as capital assets. This summary is based on the U.S. Internal Revenue Code of 1986, as amended, or the Code, Treasury regulations promulgated thereunder, judicial and administrative interpretations thereof, and the bilateral taxation convention between Australia and the United States, or the Tax Treaty, all as in effect on the date hereof and all of which are subject to change either prospectively or retroactively. This summary does not discuss all the tax consequences that may be relevant to an investment in ADSs by a U.S. Holder in light of such holder's particular circumstances or to U.S. Holders subject to special rules, including broker-dealers, financial institutions, certain insurance companies, investors liable for alternative minimum tax, tax-exempt organisations, regulated investment companies, non-resident aliens of the U.S. or taxpayers whose functional currency is not the U.S. dollar, persons who hold the ADSs through partnerships or other pass-through entities, persons who acquired their ADSs through the exercise or cancellation of any employee stock options or otherwise as compensation for their services, investors that actually or constructively own 10% or more of our shares by vote or value, investors holding ADSs as part of a straddle or appreciated financial position or as part of a hedging or conversion transaction, and persons required to accelerate the recognition of any item of income with respect to the ADSs as a result of such income being recognized on an applicable financial statement.

If a partnership or an entity treated as a partnership for U.S. federal income tax purposes owns ADSs, the U.S. federal income tax treatment of a partner in such a partnership will generally depend upon the status of the partner and the activities of the partnership. A partnership that owns ADSs and the partners in such partnership should consult their own tax advisors about the U.S. federal income tax consequences of holding and disposing of ADSs.

This summary does not address the effect of any U.S. federal taxation other than U.S. federal income taxation. In addition, this summary does not include any discussion of U.S. federal estate and gift tax, state, local or foreign taxation. You are urged to consult your tax advisors regarding the foreign and U.S. federal, state and local tax considerations of an investment in ADSs.

For purposes of this summary, the term "U.S. Holder" means an individual who is a citizen or, for U.S. federal income tax purposes, a resident of the United States, a corporation or other entity taxable as a corporation created or organized in or under the laws of the United States or any political subdivision thereof, an estate whose income is subject to U.S. federal income tax regardless of its source, or a trust if (a) a court within the United States is able to exercise primary supervision over administration of the trust, and one or more U.S. persons have the authority to control all substantial decisions of the trust or (b) it has a valid election in effect under applicable U.S. Treasury regulations to be treated as a U.S. person.

For purposes of the discussion below, it is assumed that the representations contained in the deposit agreement governing the ADSs are true and that the obligations in the deposit agreement and any related agreement will be complied with in accordance with their terms.

Taxation of Dividends

For U.S. federal income tax purposes, U.S. Holders of ADSs will be treated as owning the underlying ordinary shares represented by the ADSs held by them. Subject to the passive foreign investment company, or PFIC, rules discussed below, the gross amount of any distributions received with respect to the underlying ordinary shares represented by the ADSs, including the amount of any Australian taxes withheld therefrom, will constitute dividends for U.S. federal income tax purposes, to the extent of our current and accumulated earnings and profits, as determined under U.S. federal income tax principles. You will be required to include this amount of dividends in gross income as ordinary income. Distributions in excess of our earnings and profits will be treated as a non-taxable return of capital to the extent of your tax basis in the ADSs. Any amount in excess of your tax basis will be treated as gain from the sale of ADSs. See "Disposition of ADSs" below for the discussion on the taxation of capital gains. Dividends will not qualify for the dividends-received deduction generally available to corporations under Section 243 of the Code.

Dividends that we pay in Australian dollars, including the amount of any Australian taxes withheld therefrom, will be included in your income in a U.S. dollar amount calculated by reference to the exchange rate in effect on the day such dividends are received. A U.S. Holder who receives payment in Australian dollars and converts Australian dollars into U.S. dollars at an exchange rate other than the rate in effect on such day will likely have a foreign currency exchange gain or loss, which would be treated as U.S.-source ordinary income or loss.

Subject to complex limitations, any Australian withholding tax imposed on our dividends will be a foreign income tax eligible for credit against a U.S. Holder's U.S. federal income tax liability (or, alternatively, for deduction against income in determining such tax liability). The limitations set forth in the Code include computational rules under which foreign tax credits allowable with respect to specific classes of income cannot exceed the U.S. federal income taxes otherwise payable with respect to each such class of income. Dividends generally will be treated as foreign-source passive category income or general category income for U.S. foreign tax credit purposes, depending upon the holder's circumstances. A U.S. Holder will be denied a foreign tax credit with respect to Australian income tax withheld from dividends received with respect to the underlying ordinary shares represented by the ADSs to the extent such U.S. Holder has not held the ADSs for at least 16 days of the 31-day period beginning on the date that is 15 days before the ex-dividend date or to the extent such U.S. Holder is under an obligation to make related payments with respect to substantially similar or related property. Any days during which a U.S. Holder has substantially diminished its risk of loss on the ADSs are not counted toward meeting the 16-day holding period required by the statute. The rules relating to the determination of the foreign tax credit are complex. You should consult with your own tax advisors to determine whether and to what extent you would be entitled to this credit.

Subject to certain limitations, "qualified dividend income" received by a non-corporate U.S. Holder will be subject to tax at a reduced maximum tax rate of 20 percent. Distributions taxable as dividends generally qualify for the 20 percent rate provided that either: (i) the issuer is entitled to benefits under the Tax Treaty or (ii) the ADSs are readily tradable on an established securities market in the United States and certain other requirements are met. We believe that we are entitled to benefits under the Tax Treaty and that the ADSs currently are readily tradable on an established securities market in the United States. However, no assurance can be given that the ADSs will remain readily tradable. Furthermore, the reduced rate does not apply to dividends received from PFICs. The amount of foreign tax credit is limited in the case of foreign qualified dividend income. U.S. Holders of ADSs should consult their own tax advisors regarding the effect of these rules in their particular circumstances.

Disposition of ADSs

If you sell or otherwise dispose of ADSs, you will recognize gain or loss for U.S. federal income tax purposes in an amount equal to the difference between the amount realized on the sale or other disposition and your adjusted tax basis in the ADSs. Subject to the PFIC rules discussed below, such gain or loss generally will be capital gain or loss and will be long-term capital gain or loss if you have held the ADSs for more than one year at the time of the sale or other disposition. In general, any gain that you recognize on the sale or other disposition of ADSs will be U.S.-source for purposes of the foreign tax credit limitation; losses will generally be allocated against U.S.-source income. Deduction of capital losses is subject to certain limitations under the Code.

In the case of a cash basis U.S. Holder who receives Australian dollars in connection with the sale or disposition of ADSs, the amount realized will be based on the U.S. dollar value of the Australian dollars received with respect to the ADSs as determined on the settlement date of such exchange. A U.S. Holder who receives payment in Australian dollars and converts them into U.S. dollars at a conversion rate other than the rate in effect on the settlement date may have a foreign currency exchange gain or loss that would be treated as ordinary income or loss.

An accrual basis U.S. Holder may elect the same treatment of foreign currency gain or loss required of cash basis taxpayers with respect to a sale or disposition of ADSs, provided that the election is applied consistently from year to year. Such election may not be changed without the consent of the Internal Revenue Service, or IRS. In the event that an accrual basis U.S. Holder does not elect to be treated as a cash basis taxpayer (pursuant to the Treasury regulations applicable to foreign currency transactions), such U.S. Holder may have a foreign currency gain or loss for U.S. federal income tax purposes because of differences between the U.S. dollar value of the Australian dollars received prevailing on the trade date and the settlement date. Any such currency gain or loss would be treated as ordinary income or loss and would be in addition to gain or loss, if any, recognized by such U.S. Holder on the sale or other disposition of such ADSs.

Passive Foreign Investment Companies

We are likely a PFIC for U.S. federal income tax purposes for some U.S. Holders of our ADSs and a controlled foreign corporation (CFC) to other U.S Holders of our ADSs. Our treatment as a PFIC could result in a reduction in the after-tax return to those U.S. Holders of our ADSs and may affect the value of the securities.

For U.S. federal income tax purposes, we will be classified as a PFIC for any taxable year in which either (i) 75% or more of our gross income is passive income, or (ii) at least 50% of the average value of all of our assets for the taxable year produce or are held for the production of passive income. For this purpose, cash is considered to be an asset that produces passive income. Passive income generally includes dividends, interest, royalties, rents, annuities and the excess of gains over losses from the disposition of assets that produce passive income. As a result of our substantial cash position and the decline in the value of our stock, we believe that we became a PFIC during the taxable year ended June 30, 2005. We believe that we continued to be classified as a PFIC during the taxable year ended June 30, 2022 for some U.S Holders of our ADSs and may continue to be a PFIC for each of the subsequent fiscal years.

If we are a PFIC with respect to you, our dividends (if any are paid) will not qualify for the reduced maximum tax rate, discussed above, and, unless you timely elect to "mark-to-market" your ADSs, as described below:

- you will be required to allocate "excess distributions" or gain recognised upon the disposition of ADRs ratably over your holding period for the ADSs. An "excess distribution" is the amount by which distributions during a taxable year in respect of an ADS exceed 125% of the average annual distributions during the three preceding taxable years (or, if shorter, your holding period for the ADSs).

- the amount allocated to each year during which we are considered a PFIC, other than the year of the distribution or disposition, will be subject to tax at the highest individual or corporate tax rate, as the case may be, in effect for that year and an interest charge will be imposed with respect to the resulting tax liability allocated to each such year,

- the amount allocated to the current taxable year and any taxable year before we became a PFIC will be taxable as ordinary income in the current year, and

- you will be required to file an annual return on IRS Form 8621.

The PFIC provisions discussed above apply to U.S. persons who directly or indirectly hold stock in a PFIC.

Generally, a U.S. person is considered an indirect shareholder of a PFIC if it is:

- a direct or indirect owner of a pass-through entity, including a trust or estate, that is a direct or indirect shareholder of a PFIC,

- a shareholder of a PFIC that is a shareholder of another PFIC, or

- a 50%-or-more shareholder of a foreign corporation that is not a PFIC and that directly or indirectly owns stock of a PFIC.

An indirect shareholder may be taxed on a distribution paid to the direct owner of the PFIC and on a disposition of the stock indirectly owned. Indirect shareholders are strongly urged to consult their tax advisors regarding the application of these rules.

If we cease to be a PFIC in a future year, a U.S. Holder may avoid the continued application of the tax treatment described above by electing to be treated as if it sold its ADSs on the last day of the last taxable year in which we were a PFIC. Any gain would be recognised and subject to tax under the rules described above and any loss would not be recognised. A U.S. Holder's basis in its ADSs would be increased by the amount of gain, if any, recognised on the sale. Solely for purposes of the PFIC rules, a U.S. Holder would be required to treat its holding period for its ADSs as beginning on the day following the last day of the last taxable year in which we were a PFIC.

If the ADSs are considered "marketable stock" and if you elect to "mark-to-market" your ADSs, you would not be subject to the rules described above. Instead, you will generally include in income any excess of the fair market value of the ADSs at the close of each tax year over your adjusted basis in the ADSs. If the fair market value of the ADSs has depreciated below your adjusted basis at the close of the tax year, you may generally deduct the excess of the adjusted basis of the ADSs over its fair market value at that time. However, such deductions generally would be limited to the net mark-to-market gains, if any, that you included in income with respect to such ADSs in prior years. Income recognised and deductions allowed under the mark-to-market provisions, as well as any gain or loss on the disposition of ADSs with respect to which the mark-to-market election is made, are treated as ordinary income or loss (except that loss is treated as capital loss to the extent the loss exceeds the net mark-to-market gains, if any, that a U.S. Holder included in income with respect to such ADSs in prior years). However, gain or loss from the disposition of ADSs (as to which a "mark-to-market" election was made) in a year in which we are no longer a PFIC will be capital gain or loss. Our ADSs should be considered "marketable stock" if they traded at least 15 days during each calendar quarter of the relevant calendar year in more than *de minimis* quantities.

A U.S. Holder of ADSs will not be able to avoid the tax consequences described above by electing to treat us as a qualified electing fund, or QEF, because we do not intend to prepare the information that U.S. Holders would need to make a QEF election.

Additional Tax on Investment Income

U.S. Holders that are individuals, estates, or trusts and whose income exceeds certain thresholds will be subject to a 3.8% Medicare contribution tax on net investment income, which will include dividends on and capital gains from the sale or other taxable disposition of ADSs, subject to certain limitations and exceptions.

Backup Withholding and Information Reporting

Payments in respect of ADSs may be subject to information reporting to the IRS and to U.S. backup withholding tax at a rate equal to the fourth lowest income tax rate applicable to individuals (which, under current law, is 24%). Backup withholding will not apply, however, if you (i) are a corporation or come within certain exempt categories and demonstrate the fact when so required or (ii) furnish a correct taxpayer identification number and make any other required certification.

Backup withholding is not an additional tax. Amounts withheld under the backup withholding rules may be credited against a U.S. Holder's U.S. tax liability. A U.S. Holder may obtain a refund of any excess amounts withheld under the backup withholding rules by filing the appropriate claim for refund with the IRS, which is generally an annual income tax return.

U.S. individuals who hold certain specified foreign financial assets, including stock in a foreign corporation, with values in excess of certain thresholds are required to file IRS Form 8938 with their U.S. federal income tax return. Such form requires disclosure of information concerning such foreign assets, including their value. Failure to file the form when required is subject to penalties. An exemption from reporting applies to foreign assets held through a U.S. financial institution, generally including a non-U.S. branch or subsidiary of a U.S. institution and a U.S. branch of a non-U.S. institution. Investors are encouraged to consult with their own tax advisors regarding the possible application of this disclosure requirement to their investment in our ADSs.

F. Dividends and Paying Agents

Not applicable.

G. Statement by Experts

Not applicable.

H. Documents on Display

We are subject to the reporting requirements of the Exchange Act, as applicable to "foreign private issuers" as defined in Rule 3b-4 thereunder. As a foreign private issuer, we are exempt from certain provisions of the Exchange Act. Accordingly, our proxy solicitations are not subject to the disclosure and procedural requirements of Regulation 14A under the Exchange Act, transactions in our equity securities by our officers and directors are exempt from reporting and the "short-swing" profit recovery provisions contained in Section 16 of the Exchange Act. In addition, we are not required to file periodic reports and financial statements as frequently or as promptly as U.S. companies whose securities are registered under the Exchange Act. However, we file with the Securities and Exchange Commission an annual report on Form 20-F containing financial statements that have been examined and reported on, with an opinion expressed by, an independent registered public accounting firm, and we submit reports to the Securities and Exchange Commission on Form 6-K containing (among other things) press releases and unaudited financial information for the first six months of each fiscal year. We post our annual report on Form 20-F on our website (www.alteritytherapeutics.com) promptly following the filing of our annual report with the Securities and Exchange Commission. The information on our website is not incorporated by reference into this annual report.

The documents concerning our company referred to in this annual report may also be inspected at our registered office located at 71-73 South Perth Esplanade, Unit 5, South Perth, WA 6151, Australia.

I. Subsidiary Information

Not applicable.

ITEM 11. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

See *"Item 5. Operating and Financial Review and Prospects-B. Liquidity and Capital Resources-Quantitative and Qualitative Disclosure about Market Risk"*.

ITEM 12. DESCRIPTION OF SECURITIES OTHER THAN EQUITY SECURITIES

Fees and Charges Payable by ADS Holders

The table below summarizes the fees and charges that a holder of our ADSs may have to pay, directly or indirectly, to our depositary, The Bank of New York Mellon, or BNYM, pursuant to the Deposit Agreement, which was filed as Exhibit 4.1 to our Form 6-K filed with the SEC on November 23, 2021, and the types of services and the amount of the fees or charges paid for such services. The disclosure under this heading "Fees and Charges Payable by ADS Holders" is subject to and qualified in its entirety by reference to the full text of the Deposit Agreement. The holder of an ADS may have to pay the following fees and charges to BNYM in connection with ownership of the ADS:

***Persons depositing or withdrawing shares or ADS holders must pay*:**	***For*:**
US$5.00 (or less) per 100 ADSs (or portion of 100 ADSs)	Issuance of ADSs, including issuances resulting from a distribution of shares or rights or other property
	Cancellation of ADSs for the purpose of withdrawal, including if the deposit agreement terminates
US$0.05 (or less) per ADS	Any cash distribution to ADS holders
A fee equivalent to the fee that would be payable if securities distributed to you had been shares and the shares had been deposited for issuance of ADSs	Distribution of securities distributed to holders of deposited securities (including rights) that are distributed by the depositary to ADS holders
US$0.05 (or less) per ADS per calendar year	Depositary services
Registration or transfer fees	Transfer and registration of shares on our share register to or from the name of the depositary or its agent when you deposit or withdraw shares
Expenses of the depositary	Cable (including SWIFT) and facsimile transmissions (when expressly provided in the deposit agreement)
	Converting foreign currency to U.S. dollars
Taxes and other governmental charges the depositary or the custodian has to pay on any ADSs or shares underlying ADSs, such as stock transfer taxes, stamp duty or withholding taxes	As necessary
Any charges incurred by the depositary or its agents for servicing the deposited securities	As necessary

The depositary collects its fees for delivery and surrender of ADSs directly from investors depositing shares or surrendering ADSs for the purpose of withdrawal or from intermediaries acting for them. The depositary collects fees for making distributions to investors by deducting those fees from the amounts distributed or by selling a portion of distributable property to pay the fees. The depositary may collect its annual fee for depositary services by deduction from cash distributions or by directly billing investors or by charging the book-entry system accounts of participants acting for them. The depositary may collect any of its fees by deduction from any cash distribution payable to ADS holders that are obligated to pay those fees. The depositary may generally refuse to provide fee-attracting services until its fees for those services are paid.

From time to time, the depositary may make payments to us to reimburse and/or share revenue from the fees collected from ADS holders, or waive fees and expenses for services provided, generally relating to costs and expenses arising out of establishment and maintenance of the ADS program. In performing its duties under the deposit agreement, the depositary may use brokers, dealers or other service providers that are affiliates of the depositary and that may earn or share fees or commissions.

Fees and Payments Made by the Depositary to the Company

Payments made by the Depositary amounted to A$27,874 for the year ended June 30, 2022.

PART II

ITEM 13. DEFAULTS, DIVIDEND ARREARAGES AND DELINQUENCIES

Not applicable.

ITEM 14. MATERIAL MODIFICATIONS TO THE RIGHTS OF SECURITY HOLDERS AND USE OF PROCEEDS

Not applicable.

ITEM 15. CONTROLS AND PROCEDURES

A. Disclosure Controls and Procedures

We have evaluated, with the participation of our Chief Executive Officer and Chief Financial Officer, the effectiveness of our disclosure controls and procedures (as defined in Rule 139-15(e) under the Exchange Act) as of June 30, 2022. The Company's disclosure controls and procedures are designed to provide reasonable assurance that the information we are required to disclose in the reports we file or submit under the Exchange Act is (1) recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms and (2) accumulated and communicated to our management to allow timely decisions regarding required disclosures. There are inherent limitations to the effectiveness of any system of disclosure controls and procedures, including the possibility of human error and the circumvention or overriding of the controls and procedures. Accordingly, even effective disclosure controls and procedures can only provide reasonable assurance of achieving their control objectives. Based on such evaluation, our Chief Executive Officer and Chief Financial Officer concluded that, as of June 30, 2022, there was a material weakness in our internal controls over financial reporting, as evidenced by our failure to meet our reporting deadlines for the year ended June 30, 2022. This failure stemmed from our Finance Department being significantly under resourced to handle the increased work load. Since the identification of this material weakness, we have significantly increased the personnel resources available to the Finance Department to handle the increased work load since the dual listing on NASDAQ.

B. Management's Annual Report on Internal Control over Financial Reporting

This annual report does not include a report of management's assessment regarding internal control over financial reporting or an attestation report of the company's registered public accounting firm due to a transition period established by rules of the SEC for newly public companies.

C. Attestation Report of the Registered Public Accounting Firm.

Not applicable.

D. Changes in Internal Control over Financial Reporting

There has been no change to the Company's internal control over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act) that occurred during the period covered by this annual report that has materially affected, or is reasonably likely to materially affect, internal control over financial reporting.

ITEM 16. [RESERVED]

ITEM 16A. AUDIT COMMITTEE FINANCIAL EXPERT

Our Board of Directors has determined that Mr. Dato Low, an independent director, meets the definition of an Audit and Risk committee financial expert, as defined by rules of the Securities and Exchange Commission. For a brief listing of Mr. Low's relevant experience, see Item 6.A. "Directors, Senior Management and Employees - Directors and Senior Management."

ITEM 16B. CODE OF ETHICS

Our Board has adopted a code of business conduct which we have amended in order to be current and comply with the standards expected of NASDAQ listed companies prior to this Registration Statement becoming effective. The amended code of conduct codifies the business and ethical principles that govern all aspects of our business. We have filed a copy of our Code of Ethics as an exhibit to this annual report. You will be able to review these documents by accessing our public filings at the SEC's website at www.sec.gov.

ITEM 16C. PRINCIPAL ACCOUNTANT FEES AND SERVICES

Fees Paid to Independent Public Accountants

The following table sets forth, for each of the years indicated, the fees billed by PKF Brisbane Audit (current Auditor since June 2022) and PKF Perth (former Auditor, resigned June 2022).

Total remuneration paid or payable to auditors during the financial year:

	2022	2021
	A$	A$
Audit and review of the Company's financial statements		
- PKF Perth	**159,900**	47,450
- PKF Brisbane Audit	**95,000**	12,500
Taxation services - PKF Perth	**13,300**	12,551
Other services – PKF Perth	**3,500**	12,179
Total	**271,700**	84,680

(1) Audit fees consist of services that would normally be provided in connection with statutory and regulatory filings or engagements, including services that generally only the independent accountant can reasonably provide.

Pre-Approval Policies and Procedures

Our Audit and Risk Committee has adopted policies and procedures for the pre-approval of audit and non-audit services rendered by our independent registered public accounting firm. Pre-approval of an audit or non-audit service may be given as a general pre-approval, as part of the audit committee's approval of the scope of the engagement of our independent registered public accounting firm, or on an individual basis. Any proposed services exceeding general pre-approved levels also requires specific pre-approval by our audit committee. The policy prohibits retention of the independent registered public accounting firm to perform the prohibited non-audit functions defined in Section 201 of the Sarbanes-Oxley Act or the rules of the Securities and Exchange Commission, and also requires the audit committee to consider whether proposed services are compatible with the independence of the registered public accounting firm. All of the fees described above were pre-approved by our Audit and Risk Committee.

ITEM 16D. EXEMPTIONS FROM THE LISTING STANDARDS FOR AUDIT COMMITTEES

Not applicable.

ITEM 16E. PURCHASES OF EQUITY SECURITIES BY THE ISSUER AND AFFILIATED PURCHASERS

Issuer Purchase of Equity Securities

Neither we, nor any affiliated purchaser of our company, has purchased any of our securities during the year ended June 30, 2022.

ITEM 16F. CHANGES IN REGISTRANT'S CERTIFYING ACCOUNTANT

None.

ITEM 16G. CORPORATE GOVERNANCE

Under NASDAQ Stock Market Rule 5615(a)(3), foreign private issuers, such as our company, are permitted to follow certain home country (Australian) corporate governance practices instead of certain provisions of the NASDAQ Stock Market Rules. A foreign private issuer that elects to follow a home country practice instead of any NASDAQ rule must submit to NASDAQ, in advance, a written statement from an independent counsel in such issuer's home country certifying that the issuer's practices are not prohibited by the home country's laws. We have submitted a notice to NASDAQ informing them of that we elect to follow home country practice instead of the following NASDAQ rules:

- the Rule related to Audit Committee Composition rule 5605(c)(2)(A)): we may have an audit committee composed of two members instead of "at least three members". We may not follow NASDAQ rules regarding independence of such members (as long as comply Rule 10A-3(b)(1) under the Securities Exchange Act of 1934, subject to the exemptions provided in rule 10A-3(c)), and we may not have a financially sophisticated member as defined.

- the Rule requiring maintaining a majority of independent directors (Rule 5605(b)(1))

- the Rule requiring that our independent directors have regularly scheduled meetings at which only independent directors are present (Rule 56505(b)(2)

- the Rule regarding independent director oversight of director nominations process for directors (Rule 5605(e)

- the Rule regarding independent director oversight of executive officer compensation (Rule 5605(d)

- the requirement to obtain shareholder approval for the establishment or amendment of certain equity based compensation plans (Rule 5635(c), an issuance that will result in a change of control of the company (Rule 5635(b), certain transactions other than a public offering involving issuances of a 20% or more interest in the company (Rule 5635(d) and certain acquisitions of the stock or assets of another company (Rule 5635(a)).

ITEM 16H. MINE SAFETY DISCLOSURE

Not applicable.

ITEM 16I. DISCLOSURE REGARDING FOREIGN JURISDICATIONS THAT PREVENT INSPECTIONS

Not applicable.

PART III

ITEM 17. FINANCIAL STATEMENTS

Our company has elected to furnish financial statements and related information specified in Item 18.

ITEM 18. FINANCIAL STATEMENTS

See our financial statements beginning on page F-1, which are filed as part of this Annual Report and incorporated herein by reference. This 2020 Annual Report is a reissued report to the original 2022 Annual Report, which was released to the Australian Securities Exchange (‘ASX’) on October 13, 2022. Subsequent to the lodgement of our original 2022 Annual Report, we engaged an accredited Canadian Valuer to prepare a valuation of our investment in Triage Technologies Inc. (‘Triage’) at June 30, 2022. The valuer’s Valuation Report provided us with an implied fair value of our investment in Triage at June 30, 2022 of A$2,565,082 after provision for impairment. As the implied fair value of our investment in Triage is of a material amount, our Directors have decided to bring this amount to account at June 30, 2022, resulting in a material revision to our 2022 Annual Report, which was reissued to the ASX on December 14, 2022.

ITEM 19. EXHIBITS

Index to Exhibits.

Exhibit Number	Description
1.1	Constitution of MyFiziq Limited (Incorporated by reference to Exhibit 3.1 of Form F-1 filed with the Securities and Exchange Commission on August 26, 2021)
2.1	Form of Deposit Agreement among the Company, The Bank of New York Mellon, as depositary, and the holders and beneficial owners of ADSs issued thereunder, as depositary (Incorporated by reference to Exhibit 4.1 of Form F-1 filed with the Securities and Exchange Commission on August 26, 2021)
3.1	Constitution of MyFiziq Limited (Incorporated by reference to Exhibit 3.1 of Form F-1 filed with the Securities and Exchange Commission on August 26, 2021)
4.1	Form of Deposit Agreement among the Company, The Bank of New York Mellon, as depositary, and the holders and beneficial owners of ADSs issued thereunder, as depositary (Incorporated by reference to Exhibit 4.1 of Form F-1 filed with the Securities and Exchange Commission on August 26, 2021)
4.2	Form of Representative Warrant (Incorporated by reference to Exhibit 4.2 of Form F-1 filed with the Securities and Exchange Commission on November 10, 2021)
4.3	Form of Investor Warrant (Incorporated by reference to Exhibit 4.2 of Form F-1 filed with the Securities and Exchange Commission on November 17, 2021)
4.4	Employment Agreement, dated November 30, 2018, by and between MyFiziq Limited and Terrence Stupple (Incorporated by reference to Exhibit 10.6 of Form F-1 filed with the Securities and Exchange Commission on August 26, 2021)
4.5	Marketing and Funding Agreement by and between Tinjoy Biotech Limited and Advanced Human Imaging Limited, dated April 24, 2021 (Incorporated by reference to Exhibit 10.8 of Form F-1 filed with the Securities and Exchange Commission on August 26, 2021)
4.6	Binding Heads of Agreement by and between Advanced Human Imaging Limited. and Physimax Technologies Limited, dated April 27, 2021 (Incorporated by reference to Exhibit 10.9 of Form F-1 filed with the Securities and Exchange Commission on August 26, 2021)
4.7	Marketing and Funding Agreement by and between Tinjoy Biotech Limited and Advanced Human Imaging Limited, dated April 24, 2021 (Incorporated by reference to Exhibit 10.8 of Form F-1 filed with the Securities and Exchange Commission on August 26, 2021)
4.8	MyFiziq Limited Incentive Performance Rights Plan (Incorporated by reference to Exhibit 10.10 of Form F-1 filed with the Securities and Exchange Commission on August 26, 2021)
4.9	MyFiziq Limited Incentive Options Plan (Incorporated by reference to Exhibit 10.11 of Form F-1 filed with the Securities and Exchange Commission on August 26, 2021)
4.10	Technology License Agreement by and between Triage Technologies, Inc. and Advance Human Imaging Limited dated, April 1, 2021 (Incorporated by reference to Exhibit 10.12 of Form F-1 filed with the Securities and Exchange Commission on August 26, 2021)
4.11	Letter of Variation –Term Sheet by and between Triage Technologies, Inc. and Advance Human Imaging Limited dated, January 29, 2021 (Incorporated by reference to Exhibit 10.13 of Form F-1 filed with the Securities and Exchange Commission on August 26, 2021)
4.12	Binding Terms Sheet by and between Triage Technologies, Inc. and Advance Human Imaging Limited dated, November 27, 2020 (Incorporated by reference to Exhibit 10.14 of Form F-1 filed with the Securities and Exchange Commission on August 26, 2021)
4.13	Amended and Restated Shareholder Agreement by and between Triage Technologies, Inc. and Advance Human Imaging Limited dated, March 31, 2021 (Incorporated by reference to Exhibit 10.15 of Form F-1 filed with the Securities and Exchange Commission on August 26, 2021)
4.14	Subscription Agreement by and between Triage Technologies, Inc. and Advance Human Imaging Limited dated, March 31, 2021 (Incorporated by reference to Exhibit 10.16 of Form F-1 filed with the Securities and Exchange Commission on August 26, 2021)

4.15	Data Processing Agreement by and between Nuralogix Corporation and MyFiziq Limited dated, September 22, 2020 (Incorporated by reference to Exhibit 10.20 of Form F-1 filed with the Securities and Exchange Commission on August 26, 2021)
4.16	Software Reseller Agreement by and between Nuralogix Corporation and MyFiziq Limited dated, August 21, 2020 (Incorporated by reference to Exhibit 10.19 of Form F-1 filed with the Securities and Exchange Commission on August 26, 2021)
4.17	Letter of Variation, dated December 10, 2019, between MyFiziq Limited and Prosser Enterprises Ltd. (Incorporated by reference to Exhibit 10.21 of Form F-1 filed with the Securities and Exchange Commission on August 26, 2021)
4.18	Data Processing Agreement by and between Nuralogix Corporation and MyFiziq Limited dated, September 22, 2020 (Incorporated by reference to Exhibit 10.20 of Form F-1 filed with the Securities and Exchange Commission on August 26, 2021)
4.19	Commercial Contract, dated January 1, 2019, between MyFiziq Limited and Body Composition Technologies Pty Limited (Incorporated by reference to Exhibit 10.22 of Form F-1 filed with the Securities and Exchange Commission on August 26, 2021)
4.20	IP License Agreement, dated September 22, 2017, between MyFiziq Ltd. and Body Composition Technologies Pty Limited (Incorporated by reference to Exhibit 10.23 of Form F-1 filed with the Securities and Exchange Commission on August 26, 2021)
4.21	Binding Term Sheet by and between Advanced Human Imaging Limited. and Nexus Vita, dated June 21, 2021. (Incorporated by reference to Exhibit 10.24 of Form F-1 filed with the Securities and Exchange Commission on August 26, 2021)
4.22	Binding Term Sheet by and between the Advanced Human Imaging Limited and Inter -Psy, dated May 31, 2021 (Incorporated by reference to Exhibit 10.26 of Form F-1 filed with the Securities and Exchange Commission on August 26, 2021)
4.23	Promissory Note of Bearn LLC issued in favor of the Company, dated January 2021 (Incorporated by reference to Exhibit 10.28 of Form F-1 filed with the Securities and Exchange Commission on August 26, 2021)
4.24	Binding Term Sheet by and between the Advanced Human Imaging Limited. and Cubert Inc, dated June 10, 2021. (Incorporated by reference to Exhibit 10.27 of Form F-1 filed with the Securities and Exchange Commission on August 26, 2021)
4.25	Pledge Agreement by and between AARON DREW, an individual, (the “Pledgor”), and the Company dated January 2021 (Incorporated by reference to Exhibit 10.29 of Form F-1 filed with the Securities and Exchange Commission on August 26, 2021)
4.26	Promissory Note of Bearn LLC issued in favor of the Company, dated January 2021 (Incorporated by reference to Exhibit 10.28 of Form F-1 filed with the Securities and Exchange Commission on August 26, 2021)
4.27	Security Agreement by and between by Bearn LLC and the Company dated January 2021 (Incorporated by reference to Exhibit 10.30 of Form F-1 filed with the Securities and Exchange Commission on August 26, 2021)
4.28	Binding term sheet by and between the Company and e-Mersion Media (UK) Limited, a subsidiary of Melbourne based, e-Mersion Media Pty Ltd (e-Mersion) dated May 11, 2021 (Incorporated by reference to Exhibit 10.31 of Form F-1 filed with the Securities and Exchange Commission on November 17, 2021)
4.29*	Employment Agreement by and between Scott Montgomery and Advanced Health Intelligence Ltd dated December 1, 2022
4.30*	Terms of Engagement by and between Advanced Management Services Pty Ltd and Advanced Human Imaging Ltd dated March 15, 2022
4.30a	Terms of Engagement by and between Advanced Human Imaging Ltd and Advanced Management Services Australia Pty Ltd dated March 16, 2022
4.31*	Employment Agreement by and between Vlado Bosanac and Advanced Human Imaging Ltd dated September 14, 2022
4.32*	Employment Agreement by and between Nadine Amesz and Advanced Human Imaging Ltd dated June 15, 2021
4.33*	Master Services Agreement by and between Activate Health and Advanced Human Imaging Ltd dated August 24, 2022
4.34*	Master Services Agreement by and between Cubert and Advanced Human Imaging Ltd dated November 27, 2021
4.35*	Master Services Agreement by and between Bearn Inc and Advanced Human Imaging Ltd dated February 9, 2022

4.36*	Master Services Agreement by and between NextMedicall and Advanced Human Imaging Ltd dated March 19, 2022
4.37*	Master Services Agreement by and between Inter-Psy BV and Advanced Human Imaging Ltd dated February 7, 2022
4.38*	Master Services Agreement by and between Vertica Health and Advanced Human Imaging Ltd dated April 8, 2022
4.39*	Master Services Agreement by and between CUSTINTCO Pte Ltd and Advanced Human Imaging Ltd dated April 4, 2022
4.40*	3rd Supplemental Agreement 12 months renewal by and between Willis Towers Watson Health and Benefits (SG) PTE LTD. and wellteq Pte Ltd dated November 1, 2022
4.41*	Letter of Engagement by and between UFIT and wellteq Pte Ltd dated January 21, 2021
4.42*	Letter of Variation by and between BUPA Wellness Pty Ltd and wellteQ Australia Pty Ltd dated September 25, 2018
4.43*	Master Services Agreement by and between nib health funds limited and Wellteq Australia Pty Ltd dated September 29, 2021
4.44*	Statement of Work by and between nib and wellteq dated September 29, 2022
4.45*	Supplemental Agreement by and between Willis Towers Watson Health and Benefits (SG) Pte Ltd and Wellteq Pte Ltd dated February 21, 2022
4.46*	SaaS Agreement by and between Bupa Wellness Pty Ltd and WellteQ Australia Pty Ltd dated September 25, 2018
4.47*	Master Agreement by and between The Northern Trust Company, Singapore Branch and WellteQ Pte Ltd dated March 1, 2021
4.48*	Amendment 1 to Master Agreement by and between The Northern Trust Company, Singapore Branch and WellteQ Pte Ltd dated January 1, 2022
12.1*	Certification of Chief Executive Officer pursuant to Rule 13a-14(a) under the Securities Exchange Act, as amended.
12.2*	Certification of Chief Financial Officer pursuant to Rule 13a-14(a) under the Securities Exchange Act, as amended.
13.1*	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
13.2*	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
15.2*	Auditor's independence declaration.
101.INS	Inline XBRL Instance Document
101.SCH	Inline XBRL Taxonomy Extension Schema Document.
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document.
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document.
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

* Filed herewith.

SIGNATURES

The Registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorized the undersigned to sign this annual report on its behalf.

ADVANCED HEALTH INTELLIGENCE LTD

Date: February 3, 2023

By: /s/ Nicholas Prosser
Name: Nicholas Prosser
Title: Chairman

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of Advanced Health Intelligence Ltd (formerly known as Advanced Human Imaging Ltd)

Opinion on the Financial Statements

We have audited the accompanying consolidated statement of financial position of Advanced Health Intelligence Ltd (formerly known as Advanced Human Imaging Ltd) (the "Consolidated Entity") as of 30 June 2022, the related consolidated statement of profit or loss and other comprehensive income, consolidated statement of changes in equity, and consolidated statement of cash flows for the year ended 30 June 2022, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Consolidated Entity as of 30 June 2022, and the results of its operations and its cash flows for the year then ended, in conformity with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board.

Basis for Opinion

These financial statements are the responsibility of the Consolidated Entity's management. Our responsibility is to express an opinion on the Consolidated Entity's financial statements based on our audit. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) ("PCAOB") and are required to be independent with respect to the Consolidated Entity in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Consolidated Entity is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audit, we are required to obtain an understanding of internal control over financial reporting, but not for the purpose of expressing an opinion on the effectiveness of the Consolidated Entity's internal control over financial reporting. Accordingly, we express no such opinion.

Our audit included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audit provides a reasonable basis for our opinion.

Emphasis of Matter Regarding Going Concern

The accompanying financial statements have been prepared assuming that the Consolidated Entity will continue as a going concern. As discussed in Note 1 to the financial statements, certain conditions, including losses from operations and negative cash flows, raise substantial doubt about the Consolidated Entity's ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 1. The financial statements do not include any adjustments that might result from the outcome of this uncertainty. Our opinion is not modified with respect to this matter.

Emphasis of Matter – Estimation Uncertainty in the Preparation of the Financial Statements

We draw attention to Note 31 *Fair value measurement* in the financial statements, which describes significant estimation uncertainty in the preparation of the financial statements, specifically as it relates to the forecasts used in determining the fair value of the Consolidated Entity's investment in Triage Technologies Inc.

As described in Note 31, the underlying forecasts and assumptions are subject to uncertainties which are often outside the control of the Consolidated Entity. Actual outcomes may be different from those forecast since anticipated events frequently do not occur as expected, and the effect of those differences may significantly impact the resulting accounting estimates. Our opinion on the financial statements is not modified in respect of this matter

PKF BRISBANE AUDIT
PCAOB ID No. 6622

BRISBANE, AUSTRALIA
3 February 2023

We have served as the Consolidated Entity's auditor since July 2022.

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Financial Report – Reissued

Consolidated Statement of Profit or Loss and Other Comprehensive Income
For the year ended 30 June 2022

	Note	Restated Year Ended 30 June 2022	Year Ended 30 June 2021
		A$	A$
Revenue			
Primary revenue			
Software development kits – per user		**13,721**	13,931
Software development kits – per scan		**803**	597
Secondary revenue			
Integration and development income		**182,685**	46,330
Pilot income		**-**	32,492
Other revenue	3	**245,969**	1,108,987
Total revenue		**443,178**	1,202,337
Expenses			
Employee expenses	3	**(11,762,310)**	(9,886,211)
Sales and marketing		**(2,106,498)**	(1,447,083)
General administration	3	**(6,008,007)**	(1,693,221)
Impairment of assets	3,26	**(1,524,752)**	(2,812,687)
Operating loss		**(21,401,567)**	(14,636,865)
Finance income		**155,255**	42,129
Financing costs		**(163,822)**	(250,668)
Net finance costs		**(8,567)**	(208,539)
Loss before income tax		**(20,966,956)**	(14,845,404)
Income tax benefit	4	**890,113**	784,412
Net loss for the year after tax attributable to members		**(20,076,843)**	(14,060,992)
Other comprehensive income		**-**	-
Total comprehensive loss for the year attributable to members		**(20,076,843)**	(14,060,992)
Loss per share		**Cents**	Cents
Basic and diluted loss per share	5	**(13.08)**	(11.20)

The Notes to the Consolidated Financial Statements form part of this Consolidated Statement of Profit or Loss and Other Comprehensive Income

Financial Report – Reissued

Consolidated Statement of Financial Position
As at 30 June 2022

	Note	Restated 30 June 2022	30 June 2021
		A$	A$
Current assets			
Cash and cash equivalents	7	**6,011,368**	2,172,499
Trade and other receivables	8	**51,176**	243,300
Prepayments	9	**895,813**	905,355
Loan receivable – other	27	**-**	682,421
Total current assets		**6,958,357**	4,003,575
Non-current assets			
Other financial assets	10	**37,500**	37,500
Right-of-use asset	11	**35,199**	105,594
Property, plant and equipment	12	**94,767**	58,615
Loans receivable - related entities	24	**-**	-
Investments	26	**2,565,082**	-
Intangible asset	13	**972,732**	1,215,915
Total non-current assets		**3,705,280**	1,417,624
Total assets		**10,663,637**	5,421,199
Current liabilities			
Trade and other payables	14	**500,769**	555,057
Employee leave liabilities	15	**383,236**	438,991
Deferred income		**-**	132,800
Interest bearing borrowings	16	**1,110,171**	2,178,142
Lease liabilities	17	**51,213**	86,913
Total current liabilities		**2,045,389**	3,391,903
Non-current liabilities			
Employee leave liabilities	15	**62,861**	-
Lease liabilities	17	**-**	51,212
Total non-current liabilities		**62,861**	51,212
Total liabilities		**2,108,250**	3,443,115
Net Assets		**8,555,387**	1,978,084
Equity			
Issued capital	18	**61,822,859**	39,213,794
Reserves	18	**9,338,100**	5,293,019
Accumulated losses		**(62,605,572)**	(42,528,729)
Total Equity		**8,555,387**	1,978,084

The Notes to the Consolidated Financial Statements form part of this Consolidated Statement of Financial Position.

Financial Report – Reissued

Consolidated Statement of Changes in Equity
For the year ended 30 June 2022

	Issued Capital	Accumulated losses	Equity compensation reserve	Total
	A$	A$	A$	A$
At 1 July 2020	24,355,213	(28,469,536)	4,576,829	462,506
Net loss for the year	-	(14,060,992)	-	(14,060,992)
Other comprehensive income	-	-	-	-
Total comprehensive loss for the year	-	(14,060,992)	-	(14,060,992)
Capital raising	5,000,000	-	-	5,000,000
Costs of capital raising	(1,085,468)	-	-	(1,085,468)
Options and rights exercised	6,006,549	-	(2,709,020)	3,297,529
Options expired		1,799	(1,799)	-
Option exercise proceeds	-	-	335,000	335,000
Share-based payments				
Service providers	1,017,500	-	781,012	1,798,512
Directors	3,920,000	-	1,915,485	5,835,485
Employees	-	-	395,512	395,512
At 30 June 2021	39,213,794	(42,528,729)	5,293,019	1,978,084

	Issued capital	Accumulated losses	Equity compensation reserve	Total
	A$	A$	A$	A$
At 1 July 2021	39,213,794	(42,528,729)	5,293,019	1,978,084
Restated net loss for the year	-	(20,076,843)	-	(20,076,843)
Other comprehensive income	-	-	-	-
Total comprehensive loss for the year	-	(20,076,843)	-	(20,076,843)
Performance rights exercised	1,996,500	-	(1,996,500)	-
Options exercised	1,665,907	-	(491,002)	1,174,905
Ordinary shares – NASDAQ	16,706,783	-	-	16,706,783
Costs of capital raising – NASDAQ	(2,856,327)	-	-	(2,856,327)
Repayment of notes	3,125,964	-	-	3,125,964
Share-based payments				
Service providers	1,050,238	-	-	1,050,238
Employees / Directors	920,000	-	6,532,583	7,452,583
Restated at 30 June 2022	61,822,859	(62,605,572)	9,338,100	8,555,387

The Notes to the Consolidated Financial Statements form part of this Consolidated Statement of Changes in Equity.

Consolidated Statement of Cash Flows
For the year ended 30 June 2022

	Note	30 June 2022	30 June 2021
		A$	A$
Cash flows from operating activities			
Receipts from customers		**266,212**	1,385,959
Research & Development tax incentive grant		**890,113**	946,412
Interest received		**98**	7,248
Interest and other costs of finance paid		**(163,822)**	-
Payments to suppliers and employees		**(10,851,400)**	(6,441,705)
Net cash flows used in operating activities	7	**(9,858,799)**	(4,102,086)
Cash flows from investing activities			
Payments for property, plant and equipment		**(86,269)**	(23,453)
Payments for application development costs		**-**	(78,279)
Loans (to) / from related party		**(171,500)**	68,500
Loans to other entities		**-**	(647,954)
Payments for investments		**(3,126,950)**	(2,760,945)
Net cash flows used in investing activities		**(3,384,719)**	(3,442,131)
Cash flows from financing activities			
Proceeds from borrowings		**1,077,069**	1,821,810
Repayment of borrowings		**-**	(865,000)
Repayment of lease liabilities	17	**(86,912)**	(103,105)
Proceeds from the issue of shares		**18,233,320**	8,632,535
Payments for share issue costs		**(2,141,090)**	(396,975)
Net cash flows from financing activities		**17,082,387**	9,089,265
Net increase in cash assets		**3,838,869**	1,545,048
Cash at the beginning of the financial year		**2,172,499**	627,304
Cash at the end of the financial year		**6,011,368**	2,172,352
Unrealised foreign currency losses		**-**	147
Cash at bank	**7**	**6,011,368**	2,172,499

The Notes to the Consolidated Financial Statements form part of this Consolidated Statement of Cash Flows.

Notes to the Consolidated Financial Statements
For the financial year ended 30 June 2022

Note 1 Summary of Significant Accounting Policies

Advanced Human Imaging Ltd (the "Company", "the parent entity" or "AHI") is a listed public company on both the ASX and NASDAQ and is domiciled in Australia. The consolidated financial report - reissued of the Company for the financial year ended 30 June 2022 comprises the Company and its subsidiaries, together referred to as the consolidated entity.

Financial report – reissued

This report is a reissued report to the Company's 2022 Annual Report, which was dated 12 October 2022 and lodged pre-opening with the ASX on 13 October 2022. Subsequent to the lodgement of the 2022 Annual Report, the Company engaged an accredited Canadian Valuer to prepare a valuation of the Company's investment in Triage Technologies Inc. ("Triage") at 30 June 2022. The Valuer's Valuation Report provided the Company with an implied fair value of its investment in Triage at 30 June 2022 of AUD$2,565,082 after provision for impairment. As the implied fair value of the Company's Investment in Triage is of a material amount, the Directors of the Company have decided to bring this amount to account at 30 June 2022, resulting in a material revision to the Company's 2022 Annual Report. The effects of this revision was the following:

- Investments increased by A$2,565,082;
- Impairment decreased by A$2,565,082;
- The loss decreased by A$2,565,082; and
- Net assets increased by A$2,565,082.

The following is a summary of the material accounting policies adopted by the consolidated entity in the preparation of the financial report - reissued. The accounting policies have been consistently applied, unless otherwise stated.

(a) Basis of preparation of financial report

The reissued financial report "financial report - reissued" is a general purpose financial report, which has been prepared in accordance with the requirements of the *Corporations Act 2001*, and Australian Accounting Standards and Interpretations. The consolidated financial statements are presented in Australian dollars and have been prepared on a historical cost basis, except for available for sale investments and derivative financial instruments which have been measured at fair value. Cost is based on the fair values of consideration given in exchange for assets. For the purpose of preparation of the consolidated financial statements the consolidated entity is a for-profit entity.

The accounting policies below have been consistently applied to all the periods presented unless otherwise stated.

The financial report - reissued of the consolidated entity was authorised for issue in accordance with a resolution of Directors on 3 February 2023.

Going Concern

These consolidated financial statements have been prepared on the going concern basis which contemplates the continuity of normal business activities and the realisation of assets and discharge of liabilities in the normal course of business.

For the year ended 30 June 2022, the consolidated entity incurred an operating loss of A$20,076,843 which included significant non-cash items, such as a provision for impairment as well as share-based payments, of approximately A$9,956,973. In addition to the non-cash items, the consolidated entity also incurred NASDAQ IPO related costs, including insurance costs of A$2,927,030. The adjusted non-IFRS operating loss, after making an adjustment for the non-cash items and new NASDAQ IPO and insurance costs referred to above, is A$7,192,840. Notwithstanding the fact the consolidated entity incurred an operating loss, and has a net cash outflow from operating activities amounting to A$9,858,799, the Directors are of the opinion that the consolidated entity is a going concern for the following reasons:

- Following the Company's successful dual listing on the NASDAQ securities exchange in the United States of America, the Company has gained access to larger capital markets, which has enhanced its ability to raise capital, as was evidenced by the $16.1 million before costs the Company raised from its IPO on NASDAQ.

Note 1 Summary of Significant Accounting Policies (continued)

(a) Basis of preparation of financial report (continued)

Going concern (continued)

- The consolidated entity has executed numerous agreements with channel partners across its business verticals and as such, is transitioning to a "growth" phase and is in the process of expanding its operations with the acquisition of South Africa based Vertica Health and potential acquisition of Canadian listed wellteq Digital Health, subject to wellteq shareholder and other regulatory approvals.

- It is expected that 7 of the current partners will launch with the AHI technology within their apps, throughout the current financial year, unless there are any unforeseen delays. This is anticipated to generate revenue and take the Company past breakeven point at current expense levels.

- In October 2020, the Company signed an agreement with Singapore based Nexus-Vita. The Nexus-Vita platform required substantial development, to meet security and personal data needs, which was completed in August 2022. AHI has also now completed the integration of the AHI scan technologies and signed off on all quality assurances. The application now requires Nexus-Vita to sign off and prepare for its market launch. Under the terms of the agreement, Nexus-Vita will pay AHI a minimum guaranteed revenue of US$3,588,000 in the first year from launch. In addition, the parties signed an integration agreement which will generate additional revenue for AHI in the amount of US$500,000 upon completion (refer to ASX announcement dated 22 June 2021). In total, the consolidated entity expects to generate revenue from Nexus-Vita in the amount of US$4.1 million (A$6.4 million) in the first twelve (12) months from launch. Prior to the launch Nexus-Vita will be required to execute the AHI Master Services Agreement, which is currently with Nexus-Vita for review and execution.

- In February 2021, the consolidated entity signed an agreement with Tinjoy. In September 2021, Tinjoy launched the Health Cube with the AHI technology embedded. With the preregistration launch only offered an annual subscription of 310 Chinese Yuan (A$64.86) and generated a total initial preregistration number of 144,391, which is subject to a 70:30 revenue share where AHI would receive 70%. Due to the ongoing Zero COVID restrictions in China, Tinjoy has been unable to progress the marketing and subscription revenue uptake.

- The company has signed several new partnerships over the financial year with, NextMedicall, Inter-Psy BV, BizBaz (CustintCo), FitTrack (Cubert), Activate Health, and Vertica Health (which has now been acquired by AHI).

- With the recent acquisition of Vertica Health, AHI has expanded its ability to deliver a non-invasive, highly accurate and privacy-sensitive healthcare and biometric solutions that generate results to the user within seconds. This further enables a User to check, track, and accurately assess their body dimensions and chronic disease risk markers privately using only a smartphone. AHI is currently in negotiations with 3 large insurers for the integration and commercialisation of the new combined capabilities.

The consolidated entity's ability to continue as a going concern and meet future working capital requirements is dependent on the above points being realised. Should the consolidated entity not be successful in generating the required cash flows, there is a material uncertainty that may cast significant doubt on the consolidated entity's ability to continue as a going concern.

Statement of Compliance

The financial report - reissued complies with Australian Accounting Standards, which include Australian Equivalents to International Financial Reporting Standards ("AIFRS"), in their entirety. Compliance with AIFRS ensures that the financial report – reissued also complies with International Financial Reporting Standards ("IFRS") in their entirety.

Note 1 Summary of Significant Accounting Policies (continued)

(a) Basis of preparation of financial report (continued)

Statement of Compliance (continued)

Material accounting policies adopted in the presentation of these consolidated financial statements are presented below.

New or amended accounting standards and interpretations adopted in the current year

The consolidated entity has adopted all of the new or amended Accounting Standards and Interpretations issued by the Australian Accounting Standards Board ('AASB') that are mandatory for the current reporting period.

Australian Accounting Standards and Interpretations that have recently been issued or amended but are not yet mandatory, have not been early adopted by the consolidated entity for the annual reporting period ended 30 June 2022. The consolidated entity has not yet assessed the impact of these new or amended Accounting Standards and Interpretations.

(b) Income tax

Current tax assets and liabilities for the current and prior periods are measured at the amount expected to be recovered from or paid to the taxation authorities. The tax rates and tax laws used to compute the amount are those that are enacted or substantively enacted by the reporting date.

Deferred income tax is provided on all temporary differences at reporting date between the tax bases of assets and liabilities and their carrying amounts for financial reporting purposes.

Deferred income tax liabilities are recognised for all taxable temporary differences except:

- when the deferred income tax liability arises from the initial recognition of goodwill or of an asset or liability in a transaction that is not a business combination and that, at the time of the transaction, affects neither the accounting profit nor taxable profit or loss; or

- when the taxable temporary difference is associated with investments in subsidiaries, associates or interests in joint ventures, and the timing of the reversal of the temporary difference can be controlled and it is probable that the temporary difference will not reverse in the foreseeable future.

Deferred income tax assets are recognised for all deductible temporary differences, carry-forward of unused tax assets and unused tax losses, to the extent that it is probable that taxable profit will be available against which the deductible temporary differences and the carry-forward of unused tax credits and unused tax losses can be utilised, except:

- when the deferred income tax asset relating to the deductible temporary difference arises from the initial recognition of an asset or liability in a transaction that is not a business combination and, at the time of the transaction, affects neither the accounting profit nor taxable profit or loss; or

- when the deductible temporary difference is associated with investments in subsidiaries, associates or interests in joint ventures, in which case a deferred tax asset is only recognised to the extent that it is probable that the temporary difference will reverse in the foreseeable future and taxable profit will be available against which the temporary difference can be utilised.

The carrying amount of deferred income tax assets is reviewed at each reporting date and reduced to the extent that it is no longer probable that sufficient taxable profit will be available to allow all or part of the deferred income tax asset to be utilised.

Unrecognised deferred income tax assets are reassessed at each reporting date and are recognised to the extent that it has become probable that future taxable profit will allow the deferred tax asset to be recovered.

Deferred income tax assets and liabilities are measured at the tax rates that are expected to apply to the year when the asset is realised or the liability is settled, based on tax rates (and tax laws) that have been enacted or substantively enacted at the balance date.

Note 1 Summary of Significant Accounting Policies (continued)

(b) Income tax (continued)

Income taxes relating to items recognised directly in equity are recognised in equity and not in the statement of profit or loss and other comprehensive income.

Deferred tax assets and deferred tax liabilities are offset only if a legally enforceable right exists to set off current tax assets against current tax liabilities and the deferred tax assets and liabilities relate to the same taxable entity and the same taxation authority.

(c) Goods and services tax

Revenues, expenses and assets are recognised net of the amount of goods and services tax ("GST"), except where the amount of GST incurred is not recoverable from the Australian Tax Office ("ATO"). In these circumstances the GST is recognised as part of the cost of acquisition of the asset or as part of an item of the expense.

Receivables and payables are stated with the amount of GST included.

The net amount of GST recoverable from, or payable to, the ATO is included as a current asset or liability in the statement of financial position.

Cash flows are included in the statement of cash flows on a gross basis. The GST components of cash flows arising from investing and financing activities that are recoverable from or payable to the ATO are classified as operating cash flows.

(d) Impairment of tangible and intangible assets other than goodwill

The Company assesses at each reporting date whether there is an indication that an asset may be impaired. If any such indication exists, or when annual impairment testing for an asset is required, the Company makes an estimate of the asset's recoverable amount. An asset's recoverable amount is the higher of its fair value less costs to sell and its value in use and is determined for an individual asset, unless the asset does not generate cash inflows that are largely independent of those from other assets or groups of assets and the asset's value in use cannot be estimated to be close to its fair value. In such cases the asset is tested for impairment as part of the cash-generating unit to which it belongs. When the carrying amount of an asset or cash-generating unit exceeds its recoverable amount, the asset or cash-generating unit is considered impaired and is written down to its recoverable amount.

In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset. Impairment losses relating to continuing operations are recognised in those expense categories consistent with the function of the impaired asset unless the asset is carried at revalued amount (in which case the impairment loss is treated as a revaluation decrease).

An assessment is also made at each reporting date as to whether there is any indication that previously recognised impairment losses may no longer exist or may have decreased. If such indication exists, the recoverable amount is estimated. A previously recognised impairment loss is reversed only if there has been a change in the estimate used to determine the assets recoverable amount since the last impairment loss was recognised. If that is the case the carrying amount of the asset is increased to its recoverable amount. That increased amount cannot exceed the carrying amount that would have been determined, net of depreciation, had no impairment loss been recognised for the asset in previous years. Such reversal is recognised in profit or loss unless the asset is carried at revalued amount, in which case the reversal is treated as a revaluation increase.

After such reversal the depreciation charge is adjusted in future periods to allocate the assets revised carrying amount, less any residual value, on a systematic basis over its remaining useful life.

(e) Impairment of financial assets

The Company assesses at each reporting date whether there is an indication that an asset may be impaired. If any such indication exists, or when annual impairment testing for an asset is required, the Company makes an estimate of the asset's recoverable amount. An asset's recoverable amount is the higher of its fair value less costs to sell and its value in use and is determined for an individual asset, unless the asset does not generate cash inflows that are largely independent of those from other assets or groups of assets and the asset's value in use cannot be estimated to be close to its fair value. In such cases the asset is tested for impairment as part of the cash-generating unit to which it belongs. When the carrying amount of an asset or cash-generating unit exceeds its recoverable amount, the asset or cash-generating unit is considered impaired and is written down to its recoverable amount.

Note 1 Summary of Significant Accounting Policies (continued)

(e) Impairment of financial assets (continued)

In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset. Impairment losses relating to continuing operations are recognised in those expense categories consistent with the function of the impaired asset unless the asset is carried at revalued amount (in which case the impairment loss is treated as a revaluation decrease).

(f) Intangible assets

An intangible asset arising from externally acquired intellectual property and development expenditure on an internal project is recognised only when the Company can demonstrate the technical feasibility of completing the intangible asset so that it will be available for use or sale, its intention to complete and its ability to use or sell the asset, how the asset will generate future economic benefits, the availability of resources to complete the development and the ability to measure reliably the expenditure attributable to the intangible asset during its development. Following the initial recognition, the cost model is applied requiring the asset to be carried at cost less any accumulated amortisation and accumulated impairment losses.

The amortisation method and useful life of finite life intangible assets are reviewed annually. Changes in the expected pattern of consumption or useful life are accounted for prospectively by changing the amortisation method or period.

The following useful life is used in the calculation of amortisation:

Internally developed software 5 years

(g) Revenue and other income

The consolidated entity's primary revenue stream is software development kits provided to customers by way of a license agreement (for the use Advanced Human Imaging's intellectual property). The Company generates revenue at the time its customers' end-users subscribe to the customer's platform to access the software, or at the point in time a scan is captured by the customer's end-users while they are on the customer's platform.

The consolidate entity also has secondary revenue streams including:

- Integration fees
- License fees
- Other application development and support fees.

i) Identification of distinct elements and separate performance obligations

Primary revenue streams

Revenue is generated at the time the Company's customers' end-users subscribe to the customer's platform to access the software, or at a point in time a scan is captured by the customer's end-users while they are on the customer's platform. Most of the Company's contracts with its customers are structured on a monthly basis, have a minimum term of 1 year and are recognised as follows:

- **Per user -** Revenue is charged per subscribed end-user on the customer's platform, where per user price reduces based on the volume of users.
- **Per body scan -** The customer is charged when a scan is captured.

Note 1 Summary of Significant Accounting Policies (continued)

(g) Revenue and other income (continued)

We have Licensing Agreements with wellteq, Vertica Health, MVMNT, Activate Health, Inter-Psy BV, BCT, Bearn, Biomophik, BizBaz (CustintCo), FitTrack (Cubert), Jayex Healthcare, NextMedicall, Triage, Tinjoy and the Original Fit Company (TOFF).

Secondary revenue streams

These services can be provided at any point in time over the term of the contract and are usually a one-time, or a series of one-time events.

Nature of services provided to Body Composition Technologies ("BCT")

The Company's services rendered under the joint venture agreement with BCT fall under the terms of a commercial contract for the provision of day-to-day services which are billed monthly and include:

- A charge for rent, AWS monthly fees;
- Back-end managed services monthly fees; and
- Utilization of the Company's staff for research, development and other technical work.

The Company recognises revenue for above mentioned services under AASB 15 at the point in time the service is delivered to BCT under the terms of the contract.

ii. Revenue recognition under AASB 15

Revenue Stream	Performance Obligation	Timing of Recognition
Software development kits - per user	Integration of the software development kits into the customer's platform, a performance obligation is triggered when an end-user subscribes (to the customer's platform).	Recognised at the time of the end-user's subscription to the customer's platform, where the end-user benefits from accessing the Company's software (on the customer's platform).
Software development kits - per scan	Integration of the software development kits into the customer's platform, a performance obligation is triggered each time a scan is captured by the end-user.	Recognised at the point in time, a scan is captured by the end-user.
Secondary revenue streams	As defined in the contract either at the start of the service, or as requested by the customer over the life of the contract.	Recognised at the point in time, a service is delivered to the customer under the terms of the contract.

Other income

Revenue recognised in any period is based on the delivery of performance obligations and an assessment of when control is transferred to the customer. Revenue is recognised either when the performance obligation has been performed, or over time as control of the performance obligation is transferred to the customer.

Interest received

Interest income is recognised when it is probable that the economic benefits will flow to AHI and the amount of revenue can be reliably measured.

All revenue is stated net of the amount of goods and services tax.

Note 1 Summary of Significant Accounting Policies (continued)

(h) Cash and cash equivalents

Cash and short-term deposits in the statement of financial position comprise cash at bank and in hand. Cash equivalents are short-term, highly liquid investments that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value.

For the purposes of the statement of cash flows, cash and cash equivalents consist of cash and cash equivalents as defined above, net of outstanding bank overdrafts.

(i) Trade and other receivables

Trade receivables, which generally have 14–30-day terms, are recognised and carried at original invoice amount less an allowance for any uncollectible amounts. An allowance for doubtful debts is made when there is objective evidence that the Company will not be able to collect the debts. Bad debts are written off when identified.

(j) Inventories

Inventories are valued at the lower of cost and net realisable value. Net realisable value represents the estimated selling price less all estimated costs of completion and costs necessary to make the sale.

(k) Property, Plant and Equipment

Plant and equipment is stated at cost less accumulated depreciation and any accumulated impairment losses. The carrying amount of plant and equipment is reviewed annually to ensure it is not more than the recoverable amount from these assets.

Depreciation is calculated on a straight-line basis over the estimated useful life of the assets as follows:

Class of Asset	Useful Life
Office Equipment	3 – 5 years
Furniture & Fixtures	5 – 7 years

The assets' residual values, useful lives and amortisation methods are reviewed, and adjusted if appropriate, at each financial year end.

(l) Right-of-use Assets

A right-of-use asset is recognised at the commencement date of a lease. The right-of-use asset is measured at cost, which comprises the initial amount of the lease liability, adjusted for, as applicable, any lease payments made at or before the commencement date net of any lease incentives received, any initial direct costs incurred, and, except where included in the cost of inventories, an estimate of costs expected to be incurred for dismantling and removing the underlying asset, and restoring the site or asset.

Right-of-use assets are depreciated on a straight-line basis over the unexpired period of the lease or the estimated useful life of the asset, whichever is the shorter. Where the Company expects to obtain ownership of the leased asset at the end of the lease term, the depreciation is over its estimated useful life. Right-of use assets are subject to impairment or adjusted for any remeasurement of lease liabilities.

The Company has elected not to recognise a right-of-use asset and corresponding lease liability for short-term leases with terms of 12 months or less and leases of low-value assets. Lease payments on these assets are expensed to profit or loss as incurred.

(m) Investments in equity-accounted investees

The Company's interest in equity-accounted investees comprise an interest in a joint venture. A joint venture is an arrangement in which the Company has joint control, whereby the Company has rights to the net assets of the arrangement, rather than rights to its assets and obligations for its liabilities.

Note 1 Summary of Significant Accounting Policies (continued)

(m) Investments in equity-accounted investees (continued)

Interests in the joint venture are accounted for using the equity method. The interest is initially recognised at cost, which includes transaction costs. After initial recognition, the financial statements include the Company's share of the profit or loss of equity-accounted investees, until the date on which joint control ceases.

(n) Investments and Other Financial Assets

Investments and other financial assets are initially measured at fair value. Transaction costs are included as part of the initial measurement, except for financial assets at fair value through profit or loss. Such assets are subsequently measured at either amortised cost or fair value depending on their classification. Classification is determined based on both the business model within which such assets are held and the contractual cash flow characteristics of the financial asset unless, an accounting mismatch is being avoided.

Financial assets are derecognised when the rights to receive cash flows have expired or have been transferred and the consolidated entity has transferred substantially all the risks and rewards of ownership. When there is no reasonable expectation of recovering part or all of a financial asset, its carrying value is written off.

Financial assets at fair value through profit or loss

Financial assets not measured at amortised cost or at fair value through other comprehensive income are classified as financial assets at fair value through profit or loss. Typically, such financial assets will be either:

i. held for trading, where they are acquired for the purpose of selling in the short-term with an intention of making a profit, or a derivative; or

ii. designated as such upon initial recognition where permitted. Fair value movements are recognised in profit or loss.

(o) Trade and other payables

Trade payables and other payables are carried at amortised costs and represent liabilities for goods and services provided to the Company prior to the end of the financial period that are unpaid and arise when the Company becomes obliged to make future payments in respect of the purchase of these goods and services.

(p) Lease liabilities

A lease liability is recognised at the commencement date of a lease. The lease liability is initially recognised at the present value of the lease payments to be made over the term of the lease, discounted using the interest rate implicit in the lease or, if that rate cannot be readily determined, the Company's incremental borrowing rate. Lease payments comprise of fixed payments less any lease incentives receivable, variable lease payments that depend on an index or a rate, amounts expected to be paid under residual value guarantees, exercise price of a purchase option when the exercise of the option is reasonably certain to occur, and any anticipated termination penalties. The variable lease payments that do not depend on an index or a rate are expensed in the period in which they are incurred.

Lease liabilities are measured at amortised cost using the effective interest method. The carrying amounts are remeasured if there is a change in the following: future lease payments arising from a change in an index or a rate used; residual guarantee; lease term; certainty of a purchase option and termination penalties. When a lease liability is remeasured, an adjustment is made to the corresponding right-of use asset, or to profit or loss if the carrying amount of the right-of-use asset is fully written down.

(q) Issued capital

Ordinary shares are classified as equity. Incremental costs directly attributable to the issue of new shares or options are shown in equity as a deduction, net of tax, from the proceeds.

Note 1 Summary of Significant Accounting Policies (continued)

(q) Issued capital (continued)

Performance shares are classified as equity and are convertible into fully paid ordinary shares of the Company on successful achievement of certain predetermined key performance indicators. Refer to the Remuneration Report contained in the Directors' Report for details of key performance indicators applying to performance rights currently on issue.

(r) Share-based Payments

Equity Settled Transactions:

The Company provides benefits to employees (including senior executives) of the Company in the form of share-based payments, whereby employees render services in exchange for shares or rights over shares (equity-settled transactions).

The cost of these equity-settled transactions with employees is measured by reference to the fair value of the equity instruments at the date at which they are granted. The fair value of Options is determined by using an appropriate valuation model. Share rights are valued at the underlying market value of the ordinary shares over which they are granted.

In valuing equity-settled transactions, no account is taken of any performance conditions, other than conditions linked to the price of the underlying Shares (market conditions) if applicable.

The cost of equity-settled transactions is recognised, together with a corresponding increase in equity, over the period in which the performance and/or service conditions are fulfilled, ending on the date on which the relevant employees become fully entitled to the award (the vesting period).

The cumulative expense recognised for equity-settled transactions at each reporting date until vesting date reflects:

(i) the extent to which the vesting period has expired; and

(ii) the Company's best estimate of the number of equity instruments that will ultimately vest.

No adjustment is made for the likelihood of market performance conditions being met as the effect of these conditions is included in the determination of fair value at grant date. The income statement charge or credit for a period represents the movement in cumulative expense recognised as at the beginning and end of that period.

No expense is recognised for awards that do not ultimately vest, except for awards where vesting is only conditional upon a market condition.

If the terms of an equity-settled award are modified, as a minimum an expense is recognised as if the terms had not been modified. In addition, an expense is recognised for any modification that increases the total fair value of the share-based payment arrangement, or is otherwise beneficial to the employee, as measured at the date of modification.

If an equity-settled award is cancelled, the cumulative expense recognised in respect of that award is transferred from its respective reserve to accumulated losses. However, if a new award is substituted for the cancelled award and designated as a replacement award on the date that it is granted, the cancelled award and new awards are treated as if they were a modification of the original award, as described in the previous paragraph.

Note 1 Summary of Significant Accounting Policies (continued)

(s) Critical accounting estimates and judgements

The preparation of financial reports requires management to make judgements, estimates and assumptions that affect the application of accounting policies and the reported amounts of assets, liabilities, income and expense. Actual results may differ from these estimates.

Coronavirus (COVID-19) pandemic

Judgement has been exercised in considering the impacts that the Coronavirus ("COVID-19") pandemic has had, or may have, on the consolidated entity based on known information. This consideration extends to the nature of the products and services offered, customers, supply chain, staffing and geographic regions in which the consolidated entity operates. Other than as addressed in specific notes, there does not currently appear to be either any significant impact upon the consolidated financial statements or any significant uncertainties with respect to events or conditions which may impact the consolidated entity unfavourably as at the reporting date or subsequently as a result of the COVID-19 pandemic.

Estimation of useful life of assets

The Company determines the estimated useful lives and related depreciation and amortisation charges for its finite life intangible assets. The useful lives could change significantly as a result of technical innovation or some other event. The depreciation and amortisation charge will increase where the useful lives are less than previously estimated lives, or technically obsolete or non-strategic assets that have been abandoned or sold will be written off or written down.

Capitalisation of internally developed software

Distinguishing the research and development phases of a new customised software project and determining whether the recognition requirements for the capitalisation of development costs are met requires judgement. After capitalisation, management monitors whether the recognition requirements continue to be met and whether there are any indicators that capitalised costs may be impaired. Management is required to make judgements, estimates and assumptions for the Net Present Value model which supports the carrying value of the software, if there is indication of impairment, its useful life and its amortisation rate.

Share-based Payments

The Company measures the cost of cash-settled share-based payments at fair value using an appropriate model taking into account the terms and conditions upon which the instruments were granted, as well as estimates made by management. The valuation model used to calculate the value of the performance rights assumes that the share price will be compared to the share price target in the 20 days prior to the test date, which is the end of the performance measurement period. That is, the share price must close above the share price target on every day for 20 days prior to the last day of the performance measurement date.

Determination of incremental borrowing rate

The lease payments are discounted using the interest rate implicit in the lease. If that rate cannot be readily determined, an estimate of the Company's incremental borrowing rate is used.

To determine the incremental borrowing rate, where possible recent third-party financing received is used as a starting point and adjusted to reflect changes in financing conditions since third party financing was received. If there was no recent third-party financing agreement, a build-up approach is used that starts with a risk-free interest rate adjusted for credit risk for the lessee and any further relevant adjustments specific to the lease.

Impairment of Investments and Intangible Assets

The consolidated entity assesses impairment of investments and other indefinite life intangible assets at each reporting date by evaluating conditions specific to the consolidated entity and to the particular asset that may lead to impairment. If an impairment trigger exists, the recoverable amount of the asset is determined. This involves fair value less costs of disposal or value-in-use calculations, which incorporate a number of key estimates and assumptions.

Fair value measurement hierarchy

The consolidated entity is required to classify all assets and liabilities, measured at fair value, using a three level hierarchy, based on the lowest level of input that is significant to the entire fair value measurement, being: Level 1: Quoted prices (unadjusted) in active markets for identical assets or liabilities that the entity can access at the measurement date; Level 2: Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly; and Level 3: Unobservable inputs for the asset or liability.

Note 1 Summary of Significant Accounting Policies (continued)

(s) Critical accounting estimates and judgements (continued)

Considerable judgement is required to determine what is significant to fair value and therefore which category the asset or liability is placed in can be subjective.

The fair value of assets and liabilities classified as level 3 is determined by the use of valuation models. These include discounted cash flow analysis or the use of observable inputs that require significant adjustments based on unobservable inputs. Refer to note 31 for further information.

(t) Current and non-current classification

Assets and liabilities are presented in the statement of financial position based on current and non-current classification.

An asset is classified as current when: it is either expected to be realised or intended to be sold or consumed in the consolidated entity's normal operating cycle; it is held primarily for the purpose of trading; it is expected to be realised within 12 months after the reporting period; or the asset is cash or cash equivalent unless restricted from being exchanged or used to settle a liability for at least 12 months after the reporting period. All other assets are classified as non-current.

A liability is classified as current when: it is either expected to be settled in the consolidated entity's normal operating cycle; it is held primarily for the purpose of trading; it is due to be settled within 12 months after the reporting period; or there is no unconditional right to defer the settlement of the liability for at least 12 months after the reporting period. All other liabilities are classified as non-current.

Deferred tax assets and liabilities are always classified as non-current.

(u) Earnings per share

Basic earnings per share

Basic earnings per share is calculated by dividing the profit attributable to the owners of the Company, excluding any costs of servicing equity other than ordinary shares, by the weighted average number of ordinary shares outstanding during the financial year, adjusted for bonus elements in ordinary shares issued during the financial year.

Diluted earnings per share

Diluted earnings per share adjusts the figures used in the determination of basic earnings per share to take into account the after income tax effect of interest and other financing costs associated with dilutive potential ordinary shares and the weighted average number of shares assumed to have been issued for no consideration in relation to dilutive potential ordinary shares.

(v) Borrowings

Loans and borrowings are initially recognised at the fair value of the consideration received, net of transaction costs. They are subsequently measured at amortised cost using the effective interest method.

The component of the convertible notes that exhibits characteristics of a liability is recognised as a liability in the statement of financial position, net of transaction costs.

On the issue of the convertible notes the fair value of the liability component is determined using a market rate for an equivalent non-convertible bond and this amount is carried as a non-current liability on the amortised cost basis until extinguished on conversion or redemption. The increase in the liability due to the passage of time is recognised as a finance cost. The remainder of the proceeds are allocated to the conversion option that is recognised and included in shareholders equity as a convertible note reserve, net of transaction costs. The carrying amount of the conversion option is not remeasured in the subsequent years. The corresponding interest on convertible notes is expensed to profit or loss.

(w) Employee benefits

Short-term employee benefits

Liabilities for wages and salaries, including non-monetary benefits, annual leave and long service leave expected to be settled wholly within 12 months of the reporting date are measured at the amounts expected to be paid when the liabilities are settled.

Other long-term employee benefits

The liability for annual leave and long service leave not expected to be settled within 12 months of the reporting date are measured at the present salary levels of the employees accruing those entitlements.

Defined contribution superannuation expense

Contributions to defined contribution superannuation plans are expensed in the period in which they are incurred.

Note 2 Segment Information

The Company has identified its operating segments based on the internal reports that are reviewed and used by the board of directors in assessing performance and determining the allocation of resources.

Reportable segments disclosed are based on aggregating operating segments, where the segments have similar characteristics. Although the Company has a global reach, its sole activity is mobile application and technology development from an operation which is based within Australia, therefore it has aggregated all operating segments into the one reportable segment being technological development.

The reportable segment is represented by the primary statements forming these financial statements.

Note 3 Revenue and expenses

	Restated 2022	2021
	A$	A$
Loss for the period includes the following specific income and expenses:		
Other revenue:		
Consultancy income	**60,390**	17,302
Grant income	**-**	37,500
License revenue	**-**	500,000
Joint venture income	**172,170**	553,185
Other income	**13,409**	1,000
	245,969	1,108,987
General administration		
Amortisation & depreciation expense	**363,695**	349,387
Unrealised foreign exchange (gain) / loss	**(137,374)**	(147,105)
Consulting & advisory	**553,087**	299,330
Corporate expenses	**745,452**	455,673
Telecommunications & IT	**202,560**	167,201
General & administration expenses	**431,927**	327,720
Outsourced development costs	**164,050**	-
Subscription costs	**266,844**	21,738
Doubtful debts expense	**235,357**	-
Insurance expense	**1,343,312**	-
Other expenses	**1,839,097**	219,277
	6,008,007	1,693,221
Provision for impairment expense		
Triage Technologies Inc [1]	**551,089**	1,362,717
Jana Care Inc	**62,129**	690,153
Bearn Inc	**803,072**	-
Body Composition Technologies Pte Ltd	**188,271**	680,008
Physimax Technologies Limited	**(79,809)**	79,809
	1,524,752	2,812,687
Employee expenses		
Salaries and wages	**3,429,019**	2,830,510
Defined contribution superannuation	**322,219**	266,626
Share-based payments expense [2]	**7,452,583**	6,230,997
Employment taxes and insurances	**435,089**	523,903
Other employment expenses	**123,400**	196,175
Government grants – JobKeeper	**-**	(162,000)
	11,762,310	9,886,211

1 Following the Valuation referred to in note 26 (i), the provision for impairment expense was reduced by A$2,565,082.

2 The fair value of equity settled transactions with employees, directors and suppliers is apportioned over the period from grant date to vesting date. See Note 19 for details of transactions vesting within the financial year.

Note 4 Income Tax

	Restated 2022 A$	2021 A$
a) Income tax expense		
Current income tax		
Current income tax benefit	**(2,651,576)**	(1,072,354)
Current income tax not recognised	**2,651,576**	1,072,354
Research and development tax concession	**(890,113)**	(784,412)
Deferred income tax:		
Relating to origination and reversal of timing differences	**7,168,453**	4,045,253
Deferred income tax benefit not recognised	**(7,168,453)**	(4,045,253)
Income tax benefit reported in the Statement of profit or loss and other comprehensive income	**(890,113)**	(784,412)
b) Reconciliation of income tax expense to prima facie tax payable		
Loss from continuing operations before income tax expense	**(20,852,831)**	(14,060,992)
Tax at the Australian rate of 25% (2021: 26%)	**(5,213,208)**	(3,655,858)
Capital raising costs claimed	**(301,743)**	(39,705)
Non-deductible expenses	**2,017,457**	1,984,541
Research and development tax concession	**(890,113)**	(784,412)
Unused tax losses and temporary differences not recognised as deferred tax assets	**4,138,764**	1,711,022
Tax benefit	**(248,842)**	(784,412)
c) Deferred tax – Statement of Financial Position (unrecognised)		
Liabilities		
Unrealised foreign exchange gain	**(34,344)**	(49,982)
Prepaid expenses	**(223,953)**	(10,375)
	(258,297)	(60,357)
Assets		
Revenue losses available to offset against future taxable income	**5,428,055**	2,776,480
Accrued expenses and leave provisions	**199,877**	145,076
Deductible equity raising costs	**1,139,489**	123,406
Lease liability	**4,004**	8,133
Development asset	**246,503**	185,706
Patents	**243,403**	176,402
Investments	**165,420**	690,407
	7,426,751	4,105,610
Net deferred tax asset	**7,168,453**	4,045,253

Note 4 Income Tax (continued)

Deferred tax assets have been recognised to the extent that they extinguish deferred tax liabilities of the Company as at the reporting date.

Net deferred tax assets have not been recognised, in either reporting period, in respect of amounts in excess of deferred tax liabilities.

The tax benefits of the above deferred tax assets will only be obtained if:

(i) The Company derives future assessable income of a nature and an amount sufficient to enable the benefit from the tax losses to be realised;

(ii) The Company continues to comply with the conditions for deductibility imposed by law; and

(iii) No changes in tax legislation adversely affect the Company realising the benefit from the deduction of the losses.

All unused tax losses were incurred by Australian entities.

Note 5 Loss per Share

	Restated 2022	**2021**
	A$	**A$**
a) Basic loss per share		
Loss attributable to ordinary equity holders of the Company (cents)	**(13.08)**	(11.20)
b) Diluted loss per share		
Loss attributable to ordinary equity holders of the Company (cents)	**(13.08)**	(11.20)
c) Loss used in calculation of basic and diluted loss per share		
Loss after tax from continuing operations	**(20,076,843)**	(14,060,992)
	No.	No.
d) Weighted average number of shares used as the denominator		
Weighted average number of shares used as the denominator in calculating basic and dilutive loss per share	**153,488,834**	125,501,361

Options and share rights to acquire ordinary shares granted by the Company and not exercised at the reporting date have been included in the determination of diluted earnings per share to the extent to which they are dilutive. Options or share rights on issue at 30 June 2022 are considered to be anti-dilutive due to the loss incurred during the financial year.

Note 6 Dividends

No dividends were paid or proposed during the financial years ended 30 June 2022 and 30 June 2021.

The Company has no franking credits available as at 30 June 2022 and 30 June 2021.

Note 7 Cash and Cash Equivalents

	2022	**2021**
	A$	**A$**
Cash at bank[1]	**6,011,368**	2,172,499

1 Cash at bank earns interest at floating rates based on daily deposit rates.

Note 7 Cash and Cash Equivalents (continued)

Reconciliation to the Statement of Cash Flows:

For the purposes of the Statement of Cash Flows, cash and cash equivalents comprise cash on hand and at bank and investments in money market instruments, net of any outstanding bank overdrafts.

Cash and cash equivalents as shown in the Statement of Cash Flows is reconciled to the related items in the Statement of Financial Position as follows:

	2022	2021
	A$	A$
Cash and cash equivalents	**6,011,368**	2,172,499

Non-cash financing and investing activities:

There were no non-cash financing or investing activities during the years ended 30 June 2022 and 30 June 2021.

Cash balances not available for use:

There are no amounts included in cash and cash equivalents not available for use as at 30 June 2022 (30 June 2021: Nil).

Reconciliation of loss after tax to net cash outflow from operating activities:

	Restated 2022	2021
	A$	A$
Loss from ordinary activities after income tax	**(20,076,843)**	(14,060,992)
Adjustments for non-cash items:		
Depreciation and amortisation	**363,695**	349,387
Impairment expense	**4,175,993**	2,812,687
Share-based payments expense	**7,452,583**	7,295,966
Finance costs	**-**	250,668
Fair value loss on convertible notes	**781,492**	-
Unrealised foreign currency losses	**142,836**	(233,179)
Accrued interest	**(155,157)**	(34,881)
Movement in assets and liabilities:		
Decrease/(increase) in prepaid expenses	**9,542**	(610,787)
Decrease in inventories	**-**	4,734
Decrease/(increase) in trade and other receivables	**192,124**	50,822
(Increase) in investments	**(2,565,082)**	-
(Decrease)/increase in employee liabilities/provisions	**7,106**	126,528
(Decrease)/increase in deferred income	**(132,800)**	132,800
(Decrease)/increase in trade and other payables	**(54,288)**	(185,839)
Net cash flow used in operating activities	**(9,858,799)**	(4,102,086)

Note 8 Trade and Other Receivables

	2022	2021
	A$	A$
Current assets		
Trade receivables	**15,887**	207,078
GST receivable	**35,289**	36,222
	51,176	243,300

Note 9 Prepayments

	2022	2021
	A$	A$
Current assets		
Prepaid NASDAQ IPO costs	**-**	863,856
Prepaid insurance	**876,847**	22,525
Other prepayments	**18,966**	18,974
	895,813	905,355

Note 10 Other Financial Assets

	2022	2021
	A$	A$
Non-current assets		
Security Bonds and Deposits:		
Balance at the start of the financial year	**37,500**	37,500
Security deposits (refunded)/paid during the financial year	**-**	-
Balance at the end of the financial year	**37,500**	37,500

A security deposit of $37,500 is in place in respect of the lease on the Company's offices. Refer Note 21.

Note 11 Right of Use Assets

	2022	2021
	A$	A$
Non-current assets		
Balance at the start of the financial year	**105,594**	175,992
Amortisation expense	**(70,395)**	(70,398)
Balance at the end of the financial year	**35,199**	105,594

The Company leases land and buildings for its offices in Perth, Australia under an agreement with a 3-year term. Refer Note 17.

Note 12 Property, Plant and Equipment

	2022	2021
	A$	A$
Carrying values		
Office Equipment:		
Cost	**229,005**	147,416
Depreciation	**(145,282)**	(114,466)
	83,723	32,950
Fixtures and fittings:		
Cost	**13,524**	13,524
Depreciation	**(13,524)**	(13,387)
	-	137
Leasehold improvements		
Cost	**55,735**	51,055
Depreciation	**(44,691)**	(25,527)
	11,044	25,528
	94,767	58,615
Reconciliation of movements		
Office Equipment:		
Opening net book value	**32,950**	34,819
Additions	**81,589**	23,453
Depreciation	**(30,816)**	(25,322)
Closing net book value	**83,723**	32,950
Fixtures and fittings:		
Opening net book value	**137**	930
Additions	**-**	-
Depreciation	**(137)**	(793)
Closing net book value	**-**	137
Leasehold improvements		
Opening net book value	**25,528**	42,546
Additions	**4,680**	-
Depreciation	**(19,164)**	(17,018)
Closing net book value	**11,044**	25,528
	94,767	58,615

No assets included in property, plant and equipment have been pledged as security in respect of liabilities.

Note 13 Intangible asset – Application Development Costs

	2022	2021
	A$	A$
Balance at the start of the financial year	**1,215,915**	1,373,492
Application development costs incurred during the year	**-**	78,279
Amortisation	**(243,183)**	(235,856)
Balance at the end of the financial year	**972,732**	1,215,915

The recoupment of costs carried forward in relation to intangible assets is dependent upon the successful development or commercial exploitation or sale of the application technology.

Note 14 Trade and other payables

	2022	2021
	A$	A$
Current liabilities		
Trade payables and other payables	**136,372**	339,345
Accrued expenses	**216.788**	68,000
Employment related payables	**147,609**	147,712
	500,769	555,057

Trade payables are non-interest bearing and normally settled on 30-day terms. See Note 20 for financial instrument disclosures relating to trade and other payables.

Note 15 Employee leave liabilities

	2022	2021
	A$	A$
Current		
Annual leave liability	**383,236**	438,991

	2022	2021
	A$	A$
Non-current		
Long service leave liability	**62,861**	-

Note 16 Interest bearing borrowings

	2022	2021
	A$	A$
Current		
Convertible notes-ACAM[1]	**-**	1,644,081
Convertible notes-iGGF[1]	**-**	534,061
Total convertible notes	**-**	2,178,142
R&D tax prepayment loan[2]	**700,000**	-
Other loans[3]	**410,171**	-
	1,110,171	2,178,142

1 The Convertible Notes were settled through a debt for equity swap whereby the lenders were repaid in full by receiving ordinary shares in the Company in full and final satisfaction of the debt owed. Refer Note 18 c) where the Company issued 3,010,410 ordinary shares valued at A$3,125,964.

2 The Company received a $700,000 R&D tax prepayment loan from R&D Capital Partners Pty Ltd. The loan attracts interest at a rate of 1.15% per month and has been repaid in full in the current financial year from the 2022 R&D Grant.

3 Other loans are unsecured and interest bearing. These loans were repaid in full in the current financial year.

Note 17 Lease liabilities

	2022	2021
	A$	A$
Current liability	**51,213**	86,912
Non-current liability	**-**	51,213
Balance at the end of the financial year	**51,213**	138,125

	2022	2021
	A$	A$
Reconciliation of lease liabilities		
Balance at the beginning of the financial year	**138,125**	206,268
Lease liability recognised - new operating lease [1]	**-**	-
Repayment of lease liability	**(86,912)**	(68,143)
Balance at the end of the financial year	**51,213**	138,125

1 The consolidated entity has a 3-year lease agreement for office premises in Perth, Australia. The total payments under the lease amounting to A$299,129 were discounted at the Company's incremental borrowing rate of 10% in order to determine the initial lease liability of A$211,191. To determine the incremental borrowing rate, third-party financing received was used as a starting point and adjusted to reflect changes in financing conditions since the third-party financing was received.

During the financial year, A$23,589 (2021: A$38,108) interest on the lease was expensed as financing costs.

Note 18 Issued Capital and Reserves

a) Ordinary shares

The Company is a public company limited by shares, incorporated in Perth, Western Australia. The Company's shares are limited whereby the liability of its members is limited to the amount (if any) unpaid on the shares respectively held by them.

Ordinary shares entitle the holder to participate in dividends and the proceeds on winding up of the Company in proportion to the number of and amounts paid on the shares held. On a show of hands every holder of ordinary shares present at a meeting in person or by proxy, is entitled to one vote, and upon a poll each share is entitled to one vote.

Ordinary shares have no par value. There is no limit to the authorised share capital of the Company. There are no externally imposed capital requirements.

	2022	2021	2022	2021
	No.	No.	A$	A$
b) Share capital				
Issued capital-ordinary shares	**166,749,382**	136,362,538	**61,822,859**	39,213,794
Issued share capital	**166,749,382**	136,362,538	**61,822,859**	39,213,794

Note 18 Issued Capital and Reserves (continued)

	2022 No.	2021 No.	2022 A$	2021 A$
c) Share movements during the year – ordinary shares				
At the start of the financial year	**136,362,538**	114,392,923	**39,213,794**	24,355,213
Shares issued on exercise of Performance Rights	**5,000,000**	5,750,000	**1,996,500**	2,141,000
Shares issued on exercise of Options	**3,103,622**	7,957,948	**1,665,905**	3,865,556
Shares issued to related party	**2,000,000**	3,000,000	**920,000**	3,920,000
Share based payments	**1,172,812**	1,095,000	**1,050,237**	1,017,500
Share issue – NASDAQ IPO	**16,100,000**	4,166,667	**16,706,786**	5,000,000
Share issue – conversion convertible note	**3,010,410**	-	**3,125,964**	
Less share issue costs	**-**	-	**(2,856,327)**	(1,085,468)
	166,749,382	136,362,538	**61,822,859**	39,213,794

	2022 A$	2021 A$
d) Reserves		
Equity compensation reserve	**9,338,100**	5,293,019
Balance at the end of the year	**9,338,100**	5,293,019
e) Movement in equity compensation reserve		
Balance at the beginning of the year	**5,293,019**	4,576,829
Fair value vesting expense of options and performance rights	**6,532,583**	3,092,009
Fair value of options/performance rights exercised during the year	**(2,487,502)**	(2,709,020)
Fair value of options cancelled during the year	**-**	(1,799)
Option exercise proceeds	**-**	335,000
Balance at the end of the year	**9,338,100**	5,293,019

The equity compensation reserve is used to record the value of equity benefits provided to employees (including directors) and suppliers for services rendered.

Note 19 Share-based Payments

(i) Options

The Company has an Incentive Option Plan which was re-adopted following Shareholder approval in November 2019. Options over unissued shares are issued at the discretion of the Board.

a) Options granted, issued, exercised and lapsed during the year

During the year ended June 30, 2022 the Company issued 700,000 unlisted Director options (following shareholder approval) and 140,000 unlisted placement options, details of which can be found at Note 19 b).

During the financial year the following options vested, but were not exercised:

Date granted	Number of options Vested	Exercise price	Vesting date	Expiry date
N/A	Nil	Nil	N/A	N/A
Total	**Nil**			

Note 19 Share-based Payments (continued)

During the reporting period the following options were exercised:

Grant Date	Number of options exercised	Exercise price A$	Vesting date	Expiry date
21 Dec 2016	750,000	$ 0.10	31 Dec 2018	31 Dec 2021
21 Dec 2016	500,000	$ 0.10[1]	26 Oct 2019	30 Dec 2021
31 Jul 2018	250,000	$ 0.50[1]	31 Dec 2019	31 Dec 2022
31 Jul 2018	250,000	$ 0.50[1]	31 Dec 2020	31 Dec 2023
12 Feb 2019	58,333	$ 0.60	5 Mar 2019	20 Feb 2022
27 Nov 2019	500,000	$ 0.60	4 Dec 2020	4 Dec 2022
24 Feb 2020	100,000	$ 0.50[2]	31 Jan 2021	31 Jan 2022
Total	**2,408,333**			

1 Options exercised utilising the cashless exercise provisions of the Option Incentive Scheme. This resulted in the issue of 787,999 ordinary shares.
2 Options exercised utilising the cashless exercise provisions of the Option Incentive Scheme. This resulted in the issue of 9,090 ordinary shares.

b) Options on issue at balance date

The number of options issued as share-based payments outstanding over unissued ordinary shares at 30 June 2022 is 3,240,000 as follows:

Grant Date	Number of options granted	Exercise price A$	Vesting date	Expiry date
1 Feb 2019	200,000	$ 0.65	31 Dec 2019	31 Dec 2022
1 Feb 2019	200,000	$ 0.65	31 Dec 2020	31 Dec 2023
27 Nov 2019	1,000,000	$ 0.60	4 Dec 2020	4 Dec 2022
19 Oct 2020	1,000,000	$ 1.60	19 Oct 2020	19 Oct 2023
7 Feb 2022	140,000	$ 1.10	7 Feb 2022	18 Jan 2025
7 Feb 2022	700,000	$ 1.50	7 Feb 2022	7 Feb 2025
Total	**3,240,000**			

During the current year the following movements in options over unissued shares occurred for share-based payments:

	2022 No.	2022 WAEP A$	2021 No	2021 WAEP A$
Outstanding at 1 July	**4,873,333**	**$ 1.041**	11,450,000	$ 0.366
Granted during the year	**840,000**	**$ 1.433**	1,000,000	$ 1.200
Exercised during the year	**(2,408,333)**	**$ 0.316**	(7,476,667)	$ 0.471
Forfeited/cancelled during the year	**(65,000)**	**$ 0.600**	(100,000)	$ 0.500
Outstanding at 30 June	**3,240,000**	**$ 1.131**	4,873,333	$ 1.041
Exercisable at 30 June	**3,240,000**	**$ 1.131**	4,873,333	$ 1.041

Note 19 Share-based Payments (continued)

The range of exercise prices for options outstanding at the end of the year was A$0.60 to A$1.50 (2021: A$0.10 to A$1.60).

The weighted average contractual life for unexercised options is 14.6 months (2021: 21.4 months).

During the current year the following movements in options over unissued shares occurred for share-based payments:

	2022 No.	2022 WAEP A$	2021 No	2021 WAEP A$
Outstanding at 1 July	**4,873,333**	**$ 1.041**	11,450,000	$ 0.366
Granted during the year	**840,000**	**$ 1.433**	1,000,000	$ 1.200
Exercised during the year	**(2,408,333)**	**$ 0.316**	(7,476,667)	$ 0.471
Forfeited/cancelled during the year	**(65,000)**	**$ 0.600**	(100,000)	$ 0.500
Outstanding at 30 June	**3,240,000**	**$ 1.131**	4,873,333	$ 1.041
Exercisable at 30 June	**3,240,000**	**$ 1.131**	4,873,333	$ 1.041

The range of exercise prices for options outstanding at the end of the year was A$0.60 to A$1.50 (2021: A$0.10 to A$1.60).

The weighted average contractual life for unexercised options is 14.6 months (2021: 21.4 months).

c) Subsequent to balance date

Since the end of the financial year and the date of this report, no options have been exercised. No options have been cancelled, issued or vested between the end of the financial year and the date of this report.

d) Basis and assumptions used in the valuation of options

840,000 options (excluding free attaching placement options) were issued during the financial year and have been valued and expensed in the financial statements over the periods that they vest. The share-based payments expense for the period of A$138,012 (2021: A$826,769) relates to the fair value of options apportioned over their respective vesting periods.

The options issued during the current reporting period were valued using the Black-Scholes option valuation methodology, as follows:

Date granted	Number of options granted	Exercise price A$	Expiry date	Risk free interest rate used	Volatility applied	Value per Option A$
7 Feb 2022	700,000	$ 1.50	7 Feb 2025	1.39%	95.8%	$ 0.160
7 Feb 2022	140,000	$ 1.10	18 Jan 2025	1.39%	95.8%	$ 0.184

Historical volatility at the time of issue has been used as the basis for determining expected share price volatility, as it is assumed that this is an indicator of future share price performance, which may not eventuate.

Note 19 Share-based Payments (continued)

(ii) Performance Rights

The Company's Performance Rights Plan was re-approved by shareholders in December 2020.

a) Performance rights granted, vested and lapsed during the year

During the financial year ended June 30, 2022, no new performance rights were granted by the Company. 2,000,000 performance rights vested in Mr Vlado Bosanac and were exercised on 1 March 2022 for 2,000,000 ordinary shares in the Company. 100,000 performance rights, which were due to vest on 6 November 2022 and 6 November 2023 respectively lapsed, due to the employee holding those performance rights resigning from the Company in June 2022.

During the financial year ended 30 June 2021, the following performance rights were granted:

Grant Date	No of Rights	Expiry Date	Fair Value per Right at Grant Date	Vesting
6 Nov 2020	50,000	6 Nov 2026	A$ 0.85	6 Nov 2021
11 Dec 2020	10,000,000	16 Dec 2025	A$ 0.68-$0.93	Performance based with 5 milestones
Total	**10,050,000**			

During the financial year ended June 30, 2022 the following performance rights vested and were exercised:

Grant Date	No of Rights	Expiry Date	Fair Value per Right at Grant Date	Vesting
3 Mar 2017	2,000,000	3 Mar 2022	A$ 0.72	Vested and exercised
3 Sep 2018	3,000,000	3 Sep 2021	A$ 0.185	Vested and exercised

b) Performance rights on issue at balance date

The number of performance rights outstanding over unissued ordinary shares at 30 June 2022 is as follows:

Grant Date	No of Rights	Expiry Date	Fair Value per Right at Grant Date	Vesting
6 Nov 2020	50,000	6 Nov 2026	A$ 0.85	Vested, not exercised
11 Dec 2020	2,000,000	16 Dec 2025	A$ 0.68	Vested, not exercised
11 Dec 2020	2,000,000	16 Dec 2025	A$ 0.79	Vested, not exercised
11 Dec 2020	2,000,000	16 Dec 2025	A$ 0.85	Vested, not exercised
11 Dec 2020	2,000,000	16 Dec 2025	A$ 0.90	Vested, not exercised
11 Dec 2020	2,000,000	16 Dec 2025	A$ 0.93	Vested, not exercised
Total	**10,050,000**			

c) Subsequent to balance date

Subsequent to balance date no performance rights have been granted, exercised, expired or cancelled.

d) Basis and assumptions used in the valuation of performance rights

Performance rights with vesting criteria based on length of service were valued using the Company's share price on the date of grant. The 10,000,000 performance rights subject to performance-based vesting criteria were independently valued using the Hoadley's Hybrid ESO Model (a Monte Carlo simulation model) using the following parameters:

Note 19 Share-based Payments (continued)

Milestone	Number of rights granted	Share price target	Risk free interest rate used	Volatility applied	Value per Right (cents)
1	2,000,000	A$ 1.20	0.04%	125%	67.8
2	2,000,000	A$ 1.30	0.09%	125%	78.7
3	2,000,000	A$ 1.40	0.10%	125%	85.1
4	2,000,000	A$ 1.50	0.22%	125%	90.5
5	2,000,000	A$ 1.70	0.35%	125%	93.1

e) Expenses arising from share-based payment transactions

Total expenses arising from share-based payment transactions recognised during the year ended 30 June 2022 were as follows:

	A$
Shares issued for services rendered in relation to the NASDAQ listing	979,638
Shares issued to directors as remuneration	920,000
Performance rights issued to directors and employees as remuneration	6,394,571
Options issued to directors as remuneration	112,188
Options issued to advisers as remuneration	25,824
	8,432,221

Note 20 Financial Instruments

The consolidated entity has exposure to a variety of risks arising from its use of financial instruments. This note presents information about the consolidated entity's exposure to the specific risks, and the policies and processes for measuring and managing those risks. The Board of Directors has the overall responsibility for the risk management framework and has adopted a Risk Management Policy.

(a) Credit risk

Credit risk is the risk of financial loss to the consolidated entity if a customer or counterparty to a financial instrument fails to meet its contractual obligations and arises principally from transactions with customers and investments.

Trade and other receivables

The carrying amount recorded in the financial statements, net of any allowance for losses, represents the consolidated entity's maximum exposure to credit risk.

Cash deposits

The Directors believe any risk associated with the use of predominantly only one bank is addressed through the use of at least an A-rated bank as a primary banker and by the holding of a portion of funds on deposit with alternative A-rated institutions. Except for this matter the consolidated entity currently has no significant concentrations of credit risk.

The Directors do not consider that the consolidated entity's financial assets are subject to anything more than a negligible level of credit risk, and as such no disclosures are made.

Note 20 Financial Instruments (continued)

(b) Liquidity risk

Liquidity risk is the risk that the consolidated entity will not be able to meet its financial obligations as they fall due. The consolidated entity's approach to managing liquidity is to ensure, as far as possible, that it will always have sufficient liquidity to meet its liabilities when due, under both normal and stressed conditions, without incurring unacceptable losses or risking damage to the consolidated entity's reputation.

The consolidated entity manages its liquidity risk by monitoring its cash reserves and forecast spending. Management is cognisant of the future demands for liquid finance resources to finance the consolidated entity's current and future operations, and consideration is given to the liquid assets available to the consolidated entity before commitment is made to future expenditure or investment.

Liquidity risk

The following are the contractual maturities of financial liabilities, including estimated interest payments and excluding the impact of netting agreements:

	Weighted average interest rate	Carrying amount	Contractual cash flows	6 months or less	6-12 months	1-2 years	2-5 years	More than 5 years
	%	A$	A$	A$	A$	A$	A$	A$
2022								
Trade and other payables		**500,769**	**500,769**	**500,769**	-	-	-	-
Interest bearing Borrowings	**10.0%**	**1,110,171**	**1,110,171**	**1,110,171**				
Lease liabilities	**10.0%**	**51,213**	**51,213**	**51,213**	-	-	-	-
		1,662,153	**1,662,153**	**1,662,153**	-	-	-	-

	Weighted average interest rate	Carrying amount	Contractual cash flows	6 months or less	6-12 months	1-2 years	2-5 years	More than 5 years
	%	A$	A$	A$	A$	A$	A$	A$
2021								
Trade and other payables		555,057	555,057	555,057	-	-	-	-
Convertible notes	10.0%	2,178,142	2,178,142	2,178,142	-	-	-	-
Lease liabilities	10.0%	138,125	166,835	54,167	56,334	56,334	-	-
		2,871,324	2,900,034	2,787,366	56,334	56,334	-	-

(c) Market risk

Market risk is the risk that changes in market prices, such as foreign exchange rates, interest rates and equity prices will affect the consolidated entity's income or the value of its holdings of financial instruments. The objective of market risk management is to manage and control market risk exposures within acceptable parameters, while optimising any return.

Note 20 Financial Instruments (continued)

Interest rate risk

The consolidated entity has cash assets which may be susceptible to fluctuations in changes in interest rates. Whilst the consolidated entity requires the cash assets to be sufficiently liquid to cover any planned or unforeseen future expenditure, which prevents the cash assets being committed to long term fixed interest arrangements.

Foreign exchange risk

The Company has successfully listed on the NASDAQ capital market and holds a portion of its cash assets in US dollar denominated bank accounts. The consolidated entity is exposed to foreign exchange risk through transactions in relation to its NASDAQ listing.

The consolidated entity does not have any direct exposure to equity risk.

At the reporting date the interest profile of the consolidated entity's interest-bearing financial instruments was:

	Carrying value ($)	
	30 June 2022	30 June 2021
	A$	A$
Fixed rate instruments		
Financial asset	**803,072**[1]	682,421
Financial liabilities	**(1,161,384)**	(2,316,267)
Variable rate instruments		
Financial assets	**6,011,368**	2,172,499

1 Whilst the consolidated entity has fully impaired the Loan Receivable at 30 June 2022, it continues to accrue interest on this financial asset. The interest portion of this Loan Receivable has been fully impaired at 30 June 2022.

Cash flow sensitivity analysis for variable rate instruments

A change of 100 basis points in interest rates at the reporting date would have increased/(decreased) equity and profit or loss by the amounts shown below. This analysis assumes that all other variables remain constant.

	Profit or Loss		Equity	
	1% increase	1% decrease	1% Increase	1% Decrease
2022				
Variable rate instruments	**A$ 60,114**	**A$ (60,114)**	**A$ 60,114**	**A$ (60,114)**

d) Fair values

Fair values versus carrying amounts

The fair values of financial assets and liabilities, together with the carrying amounts shown in the statement of financial position are as follows:

	2022		2021	
	Carrying amount	Fair value	Carrying amount	Fair value
	A$	A$	A$	A$
Cash and cash equivalents	**6,011,368**	**6,011,368**	2,172,499	2,172,499
Trade and other receivables	**51,176**	**51,176**	243,300	243,300
Loans receivable	**-**	**-**	682,421	682,421
Trade and other payables	**(500,769)**	**(500,769)**	(555,057)	(555,057)
Interest bearing borrowings	**(1,110,171)**	**(1,110,171)**	(2,178,142)	(2,178,142)
Lease liabilities	**(51,213)**	**(51,213)**	(138,125)	(138,125)
Net financial (liabilities) / assets	**4,400,391**	**4,400,391**	226,896	226,896

f) Impairment losses

The Directors have elected to impair all the consolidated entity's investments and loan receivable as listed in Note 3 to these Financial Statements, as the Directors believe that there is currently a lack of reliable indicators to assess the fair value of these investments. This has resulted in a non-cash charge to the consolidated entity's Profit & Loss for the year ended 30 June 2022 of A$1,524,752. Refer to Note 26 for additional information.

Note 21 Commitments

a) Lease commitments:

The Company has a lease for its principal place of business at Unit 5, 71-73 South Perth Esplanade, South Perth in Western Australia (**Lease**), which was entered into on 1 January 2020. The lease is accounted for under accounting standard AASB 16 Leases. Refer to Notes 11 and 17.

The Lease is secured by a cash bond in favour of the Landlord for the amount of $37,500 and this amount is being held and will be applied as bond for the new lease.

b) Other commitments

(i) During the year ended 30 June 2022, AHI completed its investment of USD $3,000,000 in Triage Technologies, Inc, ("Triage"). However, AHI has, by mutual agreement with Tinjoy, yet to issue it with USD $3,000,000 in ordinary shares in AHI, as part of a strategic plan to expand the Company's service offering, referred to as "DermaScan".

(ii) As disclosed in AHI's 2021 Annual Report, AHI has an Agreement with Tinjoy Biotech Limited ("Tinjoy"), to contribute USD$200,000 towards Tinjoy's marketing costs, and has an option to invest in Tinjoy's Winscan Platform as follows:

- AHI has a right to acquire up to 40% of Tinjoy's WinScan Platform, priced at a valuation of US$10 million taking for consideration to be approximately US$ 2-4 million this can be in cash or shares in AHI or a combination as mutually agreed.
- 12-24-month option to take up the 40% at AHI's option to acquire a holding in WinScan. The option would be triggered should WinScan achieve user numbers of 5 million users a month. This would trigger a 20% investment of US$2 million from AHI.
- If WinScan achieves a user base if 10 million monthly users AHI would be required to take up a 40% stake in WinScan at an agreed investment of US$4 million.
- In the event AHI exercises its option, the US$200,000 marketing and training advance will form part of the total investment outlined above.
- At the date of this report, US$50,000 in payments had been made to Tinjoy in lieu of AHI's marketing contribution.

To the date of this report, AHI has paid USD$150,000 to Tinjoy, with a remaining balance of USD$50,000 committed, but not yet paid.

Note 21 Commitments (continued)

(iii) On 2 September 2022, when AHI announced its proposed acquisition of all of the shares of wellteq Digital Health Inc ("wellteq"), subject to wellteq shareholder and other regulatory approvals, AHI also announced that it had entered into a Loan Agreement with wellteq to provide them with AUD$1,200,000 in cash. To the date of this report, wellteq has drawn down AUD$600,000 in cash, with the balance of AUD$600,000 to be paid to wellteq when called upon.

(iv) In the Sale of Shares Agreement to acquire Vertica Health (Pty) Ltd ("Vertica"), which was executed by the parties on 5 August 2022, AHI has assumed the responsibility to fund Vertica at a rate of USD$80,000 per month. By the end of the calendar year, AHI expects this funding commitment to fall to USD$60,000 per month.

Note 22 Contingencies

a) Contingent liabilities

There are no material contingent liabilities at the reporting date.

b) Contingent assets

There are no material contingent assets at the reporting date.

Note 23 Key Management Personnel

(a) Directors and key management personnel

The following persons were directors of the Company during the current financial year:

Mr Nick Prosser	Non-Executive Chairman (appointed interim Non-Executive Chairman 15 February 2022)
Mr Vlado Bosanac	Executive Chairman and CEO (resigned 15 February 2022)
Dr Katherine Iscoe	Executive Director and CEO (appointed 15 February 2022)
Mr Mike Melby	Non-Executive Director
Dato Low Koon Poh	Non-Executive Director
Mr Edward Greissing Jr	Non-Executive Director (appointed 30 November 2021, resigned 26 May 2022)
Mr. Peter Goldstein	Non-Executive Director (appointed 29 June 2022)
Mr Simon Durack JP	Chief Financial Officer and Company Secretary (appointed 17 March 2022)
Mr Steven Richards	Chief Financial Officer and Company Secretary (resigned 17 March 2022)

There were no other persons employed by or contracted to the Company during the financial year, having responsibility for planning, directing and controlling the activities of the Company, either directly or indirectly.

(b) Key management personnel compensation

Details of the remuneration of key management personnel are contained in the Audited Remuneration Report in the Directors' Report. A summary of total compensation paid to key management personnel during the year is as follows:

	Year ended 30 June 2022	Year ended 30 June 2021
	A$	A$
Total short-term employment benefits	**695,325**	664,355
Total share-based payments	**7,309,715**	5,835,485
Total post-employment benefits	**48,350**	53,048
	8,053,390	6,552,888

Note 24 Related Party Disclosures

a) Subsidiaries

In January 2018, wholly owned subsidiary MyFiziq Inc. was incorporated in the United States of America ("USA") in preparation for the commercialisation of the technology in the USA. During the financial year there was no activity in this subsidiary.

b) Holding company

The ultimate holding company is Advanced Human Imaging Ltd.

c) Joint agreement in which the Company is a joint venture

The Company has an interest in Body Composition Technologies Pte. Limited ("BCT"), a company incorporated in Singapore for the purpose of developing the AHI platform for commercialisation within the medical or insurance sector (refer Note 25).

During the financial year, the Company provided services to Body Composition Technologies Pty Ltd ("BCT Australia") an Australian incorporated wholly owned subsidiary of BCT, for which the Company earned revenue of A$189,765 (2021: A$553,185). Total receivables for BCT at 30 June 2022, including prior year balance of A$45,592, amounting to A$235,357, have been fully provided for at 30 June 2022.

In addition to the receivables owing from BCT, the Company provided a loan of A$171,500 to Body Composition Technologies Pte Limited ("BCT Singapore"), a Singaporean company in which AHI has a 50% interest but is not deemed to have control of BCT Singapore under *AASB 3 Business Combinations* and *AASB 10 Consolidated Financial Statements*. The loan accrues interest at a rate of 5% per annum. Repayment of the Loan, together with all outstanding accrued interest, is to occur on the earlier of:

i) The date the Lender and the Borrower mutually agree that the Loan is repayable; or

ii) Within 30 days of a capital raising funding being available in BCT Singapore's bank account.

This Loan has been fully impaired at 30 June 2022.

d) Joint agreement in which the Company is a joint venture (continued)

During 2019, the Company entered into a loan agreement with BCT Australia. The interest free loan was repaid in July 2021.

During the current reporting period, the Company participated in a capital raising by BCT whereby the Company subscribed for approximately A$671k convertible notes. The notes are unsecured, earn interest at 2.5% per annum and can be converted at any time during the 2-year term. On conversion, the Company will increase its holding in BCT to up to a maximum of 54% on a fully diluted basis.

Note 25 Interest in a Joint Venture

The Company has a 50% interest in Body Composition Technologies Pte Limited ("BCT"). Under the terms of the joint venture agreement, BCT is licensed to distribute the AHI technology to the Medical and Insurance sectors.

The Company's interest in BCT is accounted for using the equity method. Under the equity method, the Company's investment in a joint venture is initially recorded at cost, and subsequently the carrying value of the investment is increased or decreased to recognise the Company's share of the joint venture profit or loss.

During the financial year, the joint venture agreement was varied to allow the Company to increase its holding to up to a maximum of 54% of BCT (on a fully diluted basis) by participating in a convertible note fundraising undertaken by BCT to the value of A$670,333 (refer Note 26).

Note 25 Interest in a Joint Venture (continued)

At balance date, the Company had a 50% interest in BCT and is not deemed to have control of BCT under *AASB 3 Business Combinations* and *AASB 10 Consolidated Financial Statements*.

The following tables illustrate the summarised financial information of the Company's investment in BCT:

	30 June 2022	30 June 2021
	A$	A$
Current assets	**1,803**	19,367
Non-current assets		2,319
Current liabilities	**(500,815)**	(787,736)
Non-current liabilities	**(2,000,000)**	(1,032,657)
Equity	**(2,499,012)**	(1,798,707)
Company's carrying amount of the investment	**-**	-
Revenue	**269,203**	413,299
Expenses	**(537,009)**	(2,018,992)
Loss for the year	**(267,806)**	(1,605,693)
Company's share of the loss [(i)]	**-**	-
Carrying value of the BCT investment		
Investment brought to account at cost	**680**	680
Share of the joint venture's loss [1.]	**(680)**	(680)
Closing carrying value of the investment	**-**	-

1. As the investment in the joint venture has been written down to nil, no share of the joint venture's loss has been brought to account in the Company's loss from ordinary activities for the current financial period.

Note 26 Investments

During the reporting period, the Company increased its holdings in strategic investments as follows:

(i) As previously outlined the Company announced it had entered into a Binding Term Sheet with Canadian based Triage Technologies Inc ("Triage") will license AHI the Triage AI Derma Engine, and the companies will work together to integrate Triage's technology into the AHI platform, which also includes "FaceScan" and "BodyScan". Triage has developed a dermatological AI system that can identify skin conditions from a photo and the AHI team, with its 'on-device' expertise, intends to advance the AI engine of Triage to be an on-device, ready-to-use application for end users. Under the binding agreement with Triage, the Company will invest a total of up to US$6 million for an equity stake in Triage. The investment will comprise US$3 million in cash and US$3 million in AHI ordinary shares. At 30 June 2022, the Company had made cash payments in total of US$3 million and recognises this as an investment on the Statement of Financial Position. To date no ordinary shares have been issued to Triage. Once all the cash and shares have been paid to Triage, the Company will be issued an equity interest in Triage equalling 15.19% on a fully diluted basis.

Note 26 Investments (continued)

Subsequent to the lodgement of the Company's 2022 Annual Report, pre-opening 13 October 2022, with the ASX, the Company engaged an accredited Canadian Valuer to prepare a valuation of the Company's investment in Triage at 30 June 2022. The Valuer's Valuation Report provided the Company with an implied fair value of its investment in Triage at 30 June 2022 of AUD$2,565,082 after provision for impairment. As the implied fair value of the Company's Investment in Triage is of a material amount, the Directors of the Company have decided to bring this amount to account at 30 June 2022, resulting in a material revision to the Company's 2022 Annual Report and a reissue thereof.

(ii) As previously announced on 20 May 2021, the Company entered into a Binding Term Sheet with US-based on-device blood pathology company Jana Care Inc. ("Jana"). Subject to due diligence being completed. AHI have the right to invest a total of up to US$8,000,000 into Jana, comprising: (i) an option to invest US$5,000,000 in cash; and (ii) subject to shareholder approval, an option to invest up to US$3,000,000 in Jana in AHI ordinary shares. AHI will not be making a further investment in Jana Care Inc as previously contemplated. In addition, in May 2021, AHI invested US$500,000 in a convertible note round being offered by Jana.

(iii) On 14 December 2021, AHI announced that it had terminated the proposed acquisition of Physimax Technologies Limited ("Physimax") by mutual consent of the parties. Under the terms of the termination agreement. Physimax repaid 100% of capital advanced to the company under the previously executed binding term sheet. AHI received USD$180,000 as full and final payment under the termination.

(iv) Body Composition Technologies Pte Limited ("BCT"), is a majority-owned joint venture between AHI and Gold Quay Capital formed in 2017. During the financial year of 2020, the Company participated in a convertible note fundraising undertaken by BCT to the value of A$670,833 to increase its holding in BCT to up to 54% upon conversion. To date, the Company has not converted the note and has extended the redemption date to 30 October 2022. The convertible notes are unsecured, and earn interest at 8.5% per annum. The notes can be converted at any time prior to the redemption date.

The recoverable amounts of the Company's investments are reviewed at each reporting date. As the above investments are in unlisted entities, the determination of recoverable value is subject to various estimates and assumptions. As an accurate assessment of recoverable value is not available at the reporting date, the Company has elected to continue with provisions for impairment against each of its investments, as shown in the table below. When the Company can make a more accurate determination of recoverable value, the Company will re-assess whether a provision for impairment is still required for its investments.

	Restated Triage	**Jana Care**	**BCT**
	A$	**A$**	**A$**
Balance at 1 July 2021	1,362,717	690,153	680,008
Additional investment	3,126,950	-	-
Interest and other costs	-	83,031	16,771
Foreign exchange movement	(10,779)	(20,903)	-
Provision for impairment	(1,913,806)	(752,281)	(696,779)
Balance at 30 June 2022	**2,565,082**	-	-

Note 27 Loans to other entities

Bearn, Inc ("**Bearn**") has developed an application that allows for the gamification and engagement of health users by rewarding users for achieving health goals. In January 2021, the Company entered a Joint Marketing Agreement (the "**Bearn Agreement**") with Bearn). Pursuant to the **Bearn Agreement**, the Company has funded a total of US$500,000 to **Bearn** over 4 tranches. The loan is secured over **Bearn's** software and separately a pledge over the interests of **Bearn's** founder, Mr. Aaron Drew. Under the terms of the agreements, **Bearn** has undertaken to use the funds advanced by the Company to integrate the AHI scan capabilities and launch with a target to deliver 1 million active monthly users to the Company within 12 months from Launch. If **Bearn** fails to achieve this target, the loan and interest becomes repayable in 15 months from the date of the promissory note, which has been extended to October 31, 2022. If **Bearn** achieves this target, the repayment date will be extended for a further 12 months. The **Bearn Agreement** contains certain warranties, indemnities and limitations of liability by both parties. The loan attracts interest at 8% for the first 12 months and thereafter a sliding scale of interest (15% to 0%) applies depending on the number of monthly active users. Should the number of active monthly users reach 2 million, the loan will be forgiven. The maturity date depends on **Bearn** achieving 1 million active monthly users. If the target is not achieved, then the loan and accrued interest is repayable in 15 months. If Bearn achieves the target the repayment date will be extended for a further 12 months.

The value of the **Bearn** loan at 30 June 2022 is A$803,072, which includes accrued interest of A$55,354. The Company has fully impaired the value of the Bearn loan at 30 June 2022.

Note 28 Events Subsequent to the Reporting Date

On 5 August 2022, the Company settled the acquisition of South African registered Vertica Health (Pty) Ltd ("**Vertica**") by acquiring all its shares for the issue of 1,500,000 ordinary shares in the Company, escrowed for 24 months from date of issue, and a payment USD $100,000. Under the Agreement to acquire **Vertica**, a further payment of USD $250,000 is payable to the vendors on 12 months from the date of acquisition and a final payment of USD $250,000 is payable to the vendors on 24 months from the date of acquisition. The Company has acquired **Vertica** to bring its software products into AHI for use with other B2B clients and partners. The acquisition is considered to be an asset acquisition and not a business combination for accounting purposes.

On 2 September 2022, the Company announced that it had entered into an Arrangement Agreement with Canadian listed wellteq Digital Health Inc. (CSE:WTEQ) (OTCQB:WTEQF) ("**wellteq")** whereby AHI will acquire all of the outstanding shares of **wellteq** in an all-share acquisition, subject to **wellteq** shareholder and regulatory approvals. Pursuant to the terms of the Arrangement Agreement, **wellteq** shareholders will receive one (1) ordinary share in AHI for every six (6) **wellteq** common shares held. Subject to the required approvals being obtained, AHI will issue a total of approximately 17,804,587 ordinary shares in total consideration for 100% of **wellteqs'** shares. Following completion of the proposed acquisition, **wellteq** shareholders will in aggregate hold approximately 9.573% of AHI's issued capital. AHI and **wellteq** anticipate that the closing of the acquisition will occur in late November 2022. On 24 November 2022, a special meeting of **wellteq** shareholders voted 100% of the votes cast to approve the **Arrangement**. Following this over whelming vote of **wellteq** shareholders, on 30 November 2022, the Supreme Court of British Columbia, Canada, approved the **Transaction**. The **wellteq** Arrangement was completed on 6 December 2022, which saw the issue of 17,804,587 ordinary shares in the Company on 6 December 2022, in favour of the **wellteq** shareholders as consideration shares valued at $1,673,631. At 30 November 2022, **wellteq** had an (unaudited) net liability position of $741,061, suggesting provisional intangible assets acquired of $2,414,692. Given the proximity of transaction completion to the date of this financial report – reissued, the initial accounting for the business combination, including the determination of the fair value of any identifiable intangible assets acquired, is incomplete.

On 1 December 2022, Dr Katherine Iscoe resigned as the CEO of the Company and remains as an Executive Director of the Company. On the same day, Mr Scott Montgomery, was appointed as CEO and Executive Director of the Company and Dr Peter Vaughan was appointed a Non-Executive Director of the Company.

On 8 December 2022, the Australian Securities & Investments Commission approved the change of the Company's name to Advanced Health Intelligence Ltd, following the passing of a special resolution of the Company shareholders at the Annual General Meeting held on 29 November 2022. As this report is for the year ended 30 June 2022, the Company has not shown the change of name on this report.

Note 28 Events Subsequent to the Reporting Date (continued)

The impact of the Coronavirus ("COVID-19") pandemic is ongoing for the company up to 30 June 2022, it is not practicable to estimate the potential impact, positive or negative, after the reporting date. The situation continues to develop and is dependent on measures imposed by the Australian Government and other countries. However, compared with last year, there is some room for optimism that Australia and other countries may have seen the worst of COVID-19.

Other than as already stated in this report, there has not arisen in the interval between the end of the financial year and the date of this report any item, transaction or event of a material and unusual nature likely, in the opinion of the Directors of the consolidated entity to affect substantially the operations of the consolidated entity, the results of those operations or the state of affairs of the consolidated entity in subsequent financial years.

Note 29 Auditor's Remuneration

Total remuneration paid or payable to auditors during the financial year:

	2022	2021
	A$	A$
Audit and review of the Company's financial statements		
- PKF Perth	**159,900**	47,450
- PKF Brisbane Audit	**95,000**	12,500
Taxation services - PKF Perth	**13,300**	12,551
Other services – PKF Perth	**3,500**	12,179
Total	**271,700**	84,680

Note 30 Parent entity information

	Parent	
	Restated 2022	2021
	A$	A$
Loss after income tax	**(19,962,718)**	(14,060,992)
Total comprehensive loss	**(19,962,718)**	(14,060,992)
Statement of financial position		
Total current assets	**6,925,107**	3,321,155
Total non-current assets	**3,852,108**	2,100,045
Total assets	**10,777,215**	5,421,200
Total current liabilities	**2,044,842**	1,126,848
Total non-current liabilities	**62,861**	2,316,267
Total liabilities	**2,107,703**	3,443,115
Net assets	**8,669,512**	1,978,084
Equity		
Issued capital	**61,822,859**	39,213,793
Reserves	**9,338,100**	5,293,019
Accumulated losses	**(62,491,447)**	(42,528,728)
Total equity	**8,669,512**	1,978,084

Note 31 Fair value measurement

Fair value hierarchy

The following tables detail the consolidated entity's assets and liabilities, measured or disclosed at fair value, using a three-level hierarchy, based on the lowest level of input that is significant to the entire fair value measurement, being:

Level 1: Quoted prices (unadjusted) in active markets for identical assets or liabilities that the entity can access at the measurement date

Level 2: Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly

Level 3: Unobservable inputs for the asset or liability

	Leve l A$	Level 2 A$	Level 3 A$
Consolidated – 2022			
Unlisted shares [1]	-	-	2,565,082
Total	-	-	2,565,082
Consolidated – 2021			
Unlisted shares [1]	-	-	-
Total	-	-	-

Note: 1 There were no level 1 and/or 2 assets held in 2022 (2021 A$-). There were no level 1, 2 and/or 3 liabilities held in 2022 (2021 A$-).

There were no transfers between levels during the financial year.

The carrying amounts of trade and other receivables and trade and other payables are assumed to approximate their fair values due to their short-term nature.

Valuation technique for value measurements categorised within level 3

The basis of the valuation of the investment in Triage Technologies Inc. ("Triage") is fair value as defined by AASB 13 *Fair Value Measurement*. As Triage resides in Canada, the Triage investment at 30 June 2022 was valued by an accredited Canadian valuer using a discounted cash flow ("DCF") model.

Note 31 Fair value measurement (continued)

The DCF method is an income-based valuation technique where it views the collection of business assets as a stream of future earnings arising from its potential to generate revenue from its unique assembly of tangible and intangible operating assets. The fair market value of this earnings stream is determined by applying a weighted average cost of capital ("WACC") to the debt free discretionary cash flow. The WACC includes a risk premium in addition to the risk-free interest rate to estimate the expected rate of return associated with forecast earnings.

After discounting the aggregate of the DCF and capitalised terminal year cash flow with the WACC results in the present value of cash flows.

The level 3 unobservable inputs include forecast earnings (including a long-term growth rate of 2%), and a WACC of 28.51%. The estimated fair value would increase (decrease) if the forecast earnings were higher (lower) or the WACC was (higher) lower.

Triage is an unaudited private company that continues to be a development stage firm with marginal revenues and material operating losses through 30 June 2022. Accordingly, the forecasts and assumptions underlying the estimated fair value are subject to significant uncertainties which are often outside the control of the consolidated entity. In the event that forecasts and assumptions are not achieved, there exists a material uncertainty as to whether the fair valuation determined will be achieved and the carrying value of the investment will be recoverable. The financial statements do not include any adjustments relating to the recoverable value of the investment should the forecasts and assumptions used in the fair valuation not be achieved.

Level 3 asset

Movement in the level 3 Triage investment during the current and previous financial year are set out below:

Consolidated	Triage Investment
	A$
Balance at 1 July 2020	-
Additions	1,362,717
Impairment recognised in profit or loss	(1,362,717)
Balance at 30 June 2021	-
Additions	3,116,171
Impairment recognised in profit or loss	(551,089)
Restated Balance at 30 June 2022	2,565,082

1 December 2022

Mr. Scott Montgomery
19 Lengkok Merak
Singapore

Dear Scott

Offer of Appointment – Executive Director and Chief Executive Officer

On behalf of Advanced Human Imaging Limited ("AHI" or the "Company"), I am pleased to offer you a permanent employment position as Executive Director and Chief Executive Officer ("CEO") of the Company.

This offer is conditional upon your acceptance and agreement to abide by the terms and conditions outlined in this letter.

1. Reporting & Responsibilities: You will work directly with Co-Founder and Strategy Lead Vlado Bosanac, overseeing all aspects of the Company's management and operations, including but not limited to:

i. Developing long-term, medium-term, and short-term strategic objectives for the Company.

ii. Responsibility for the overall financial performance of the Company within the financial budgets and forecasts approved by the Company's Board of Directors from time to time.

iii. Being the chief spokesperson for the Company in all marketing and media for the promotion of the Company.

iv. promote the interests and welfare of the Company.

v. Leading all key business development discussions with potential operating partners to expand the user base for the Advanced Human Imaging App.

vi. Management and responsibility for all key executive recruitment.

vii. Reporting to the Chairman and Board of Directors on a monthly basis (or as otherwise directed by the Board) on all key aspects of the Company's business.

viii. Responsibility for all corporate actions of the Company in line with normal expectations for the role of Chief Executive Officer.

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Email: investors@ahi.tech

2. Expenses:

You will be reimbursed all reasonable expenses supported by official receipts for payments made on behalf of the Company whilst carrying out your duties, provided that any individual expense exceeding $5,000 must not be incurred without the Company's prior written consent.

You must provide all proper documentation to the Company to verify such expenses prior to reimbursement. You must comply with all lawful directions of the Company in relation to incurring expenses on behalf of the Company and shall not in any way pledge the credit of the Company except insofar as you may have been expressly authorised by the Company either generally or in any particular incidence.

3. Title:

Executive Director and Chief Executive Officer (CEO)

4. Commencement Date:

The date that the Company's acquisition of Wellteq Digital Health Inc. by way of a plan of arrangement pursuant to the *British Columbia Business Corporations Act* becomes effective.

5. Compensation:

The commencing salary will be AUD$350,000 per annum inclusive of all child education allowances, paid fortnightly. The compensation package will be subject to annual review by the Board of Directors. There are no fixed hours of employment however, as a senior executive, you are expected to work the number of hours required to perform the role of CEO.

In context, the minimum working week shall be 37.5 hours, with no provision for overtime however, the Company may grant you time in lieu in the event the Board considers (at its discretion) that you are working consistently above the normal working week.

Upon the first annual review of your performance and remuneration, the Board of Directors shall, in good faith, establish Key Performance Indicators (KPI's) for the next twelve months upon which bonus compensation can be earned by you, up to a maximum of 100% of your base compensation. The nature of the KPI's and bonus structure shall be negotiated with you in good faith.

In addition, and subject to the Company obtaining shareholder approval in a general meeting, you shall be eligible to participate in the company's Performance Rights Plan (PRP) the issuance of shares under the plan will be negotiated in good faith between the parties upon the successful closing of the acquisition of WTEQ. PRP shares will be subject to shareholder approval. The company will seek such approvals at the 2022 AGM.

6. Appointment Basis:

Full-time position.

As a professionally qualified employee, you are required to exercise your specialized expertise, independent judgment, and discretion to provide high-quality services and are expected to work the number of hours required to get the job done.

7. Sick Leave, Compassionate Leave & Carer's Leave:

Sick Leave

You are entitled to paid sick leave equivalent to the number of hours you would ordinarily work in a two-week period, up to a maximum of 75 hours per year. No payment will be made for unused sick leave following resignation or termination. Claims for sick leave taken in excess of two days must be supported by a medical certificate.

Compassionate Leave

You are entitled to two days of paid compassionate leave:

i. if a member of your immediate family or household requires care or support due to an illness or injury; or

ii. in the event of an unexpected emergency involving a member of your immediate family or household.

Carer's Leave

You are entitled to two days of unpaid carer's leave:

i. if a member of your immediate family or household has an illness or injury that poses a serious threat to their life; or

ii. in the event of the death of a member of your immediate family or household.

8. Acceptance:

Please indicate your acceptance of the above offer under the above terms and conditions by signing the duplicate copy of the offer and returning to the Company.

9. Annual Leave

Annual leave is accrued at a rate of 20 working days per annum, a working day being exclusive of recognized public holidays. Your annual leave may be taken once it is accrued, at any time mutually acceptable to yourself and the Company.

Accrued leave shall not accumulate in excess of 30 working days without the written approval of the Board.

A waiver may be granted under special circumstances at the Board's discretion. The board or AHI acknowledge you will have accrued annual leave to the amount of 11 weeks over the course of the WTEQ tenure and this will be carried over into AHI as part of the acquisition.

10. Confidentiality:

Unless you are authorized to do so by law, you are not to divulge any information you obtain as a result of your appointment either to the media, the public generally or to any other third party, except and unless it is of a general nature and of general knowledge and you do so as a consequence of the performance of your responsibilities. All knowledge and/or information, written or otherwise, related to the activities of the Company obtained by you as a consequence and in the course of your employment becomes the property of the Company, and unless otherwise authorized during the term of your employment or thereafter, must not be divulged to any other source.

Upon termination of your services with the Company, you must return all papers, records, documents (including hard copy and digital copies) and any equipment that are in your possession or control and relate to any of the foregoing.

Confidential information also extends to the contents of this letter and in particular to employees' remuneration details. You represent and warrant to us that no other agreements, written or oral, would restrict your ability to perform the basic functions of your job, including but not limited to non-compete, non-disclosure or similar agreements with prior employers. If there are such agreements, you agree to immediately provide the Company with a copy of any such agreements(s) for its review. You further agree not to bring to the Company, use or disclose any trade secrets or other confidential/proprietary information of prior employers.

You agree the provisions of this clause survive termination of this agreement.

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11. Company Policies

11.1 Conflict of interest

You will ensure that there is no conflict between the Company's interests and your personal interests.

You will make full and complete disclosure to the Company of the existence, nature and extent of any conflict or potential conflict of interest that you may have in any manner or capacity whatever with your duties or obligations under this agreement.

11.2 Company policies

You must comply with all policies and procedures of the Company, including the Trading Policy, at all times.

11.3 Required notifications to the Company

Without limiting your general obligation to keep the Company informed at all times in relation to matters affecting the Company, you agree to immediately notify the Company of:

i. any contraventions of legislation by you or the Company;

ii. any insolvency or personal bankruptcy events involving you or the Company;

iii. any criminal convictions or disciplinary actions by a government authority (including a securities exchange or other authority responsible for regulating a securities market) involving you or the Company; and

iv. any civil penalty proceedings or other enforcement proceedings by any government authority in relation to you or the Company.

11.4 Price Sensitive Information

By singing this agreement, you acknowledge that in the course of your employment that you may receive confidential information including Price Sensitive Information (as defined below) affecting the Company and clients of the business. Any disclosure, communication, use or misuse of Price Sensitive Information may have very serious implications for the Company and for you, including contravention of the *Corporations Act 2001* (Cth) (**Corporations Act**) or investigation by the Australian Securities and Investments Commission, possible criminal prosecution, and possible civil actions against you.

For the purposes of this clause 11, "**Price Sensitive Information**" means any information which a reasonable person would expect to have a material effect on the price or value of securities of a body corporate and the expression "material effect on the price or value" will have the meaning given under section 1042D of the Corporations Act.

11.5 Termination if breach

You acknowledge that the Company has the right to terminate this agreement without notice if you:

i. disclose, communicate, use, or misuse Price Sensitive Information without the prior written consent of the Board except to the extent that you are required by law to disclose, communicate, or use it; or

ii. fail to comply with the Trading Policy.

12. Governing Law:

This agreement is intended to give rise to legal rights and obligations and constitutes a binding agreement between the parties. This agreement shall be governed by and construed in accordance with the law from time to time in the State of Western Australia, and the parties agree to submit to the nonexclusive jurisdiction of the courts of Western Australia and the courts which hear appeals therefrom.

13. Proprietary Information and Inventions:

13.1 Definitions of IP

IP means all industrial and intellectual property rights, whether protectable by statute, at common law or in equity, including all copyright and similar rights which may subsist or may hereafter subsist in works or any subject matter, rights in relation to inventions (including all patents and patent applications), trade secrets and know-how, rights in relation to designs (whether or not registrable), rights in relation to registered or unregistered trademarks, circuit layout designs and rights in relation to circuit layouts, whether registered, registrable or unregistered, including:

i. marks, logos, service marks, trade names, business names, internet domain names, slogans, symbols, brand names, copyright, or other trade indicia.

ii. all rights in the information, know-how, processes, procedures, compositions, devices, methods, formulae, protocols, techniques, designs, drawings, trade secrets or data whether or not protectable by patent application design registration, copyright, whether unregistered, registered, or registrable; and

iii. any modifications, developments, adaptations, advancements, creations, and derivations of any intellectual property, but excludes non-assignable moral rights and similar non-assignable personal rights of authors and producers.

13.2 Current & New

i. As a condition of employment, you represent and warrant that you will immediately communicate to the Company any new and all new literary and other new works and new subject matter including all new works, new processes, new inventions, new improvements, new innovations, new modifications, new designs, new discoveries, new trademarks and new trade secrets, however, embodied, which you may make either alone or in conjunction with others during the course of, in connection with or arising out of your employment and in any way connected with matters specifically pertaining to the business and assets of AHI for which the Company has been or is now or hereafter interested during your employment (“Inventions”).

ii. Any new inventions or extensions of the IP surrounding AHI, whether or not the Inventions are capable of being protected by copyright, letters patent, registered design, or other protection (“Protection”), will be solely owned by the Company for development.

Any new inventions, whether or not the Inventions are capable of being commercialised or able of Protection outside of those of AHI, will be first offered to the Company for first right of refusal.

Further proceedings will only go forward if agreed by both you and the Company.

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13.3 Co-operation in obtaining Protection for Inventions

i. If and whenever required to do so whether during or after the termination of your employment, and at the expense of the Company or its nominee, you will apply or join in applying for letters patent or other similar protection in Australia or in any other part of the world for content specifically pertaining to AHI. You will immediately deliver to the Company full particulars concerning these matters and execute all instruments and do all things necessary for vesting the letters patent or other Protection when obtained, and all right and title to and interest in the same, in the Company or its nominee absolutely and as a sole beneficial owner or in such other person as the Board requires.

ii. You appoint the Company to be your attorney in your name and on your behalf to execute any such instrument or thing and generally to use your name for the purpose of giving to the Company or its nominee the full benefit of the provisions of this clause.

13.4 Information

Without limiting the generality of the above, and subject to not breaching any laws or breaching any other contractual obligations in existence or arising from time to time, you represent and warrant that:

i. you will immediately inform the Company of any matter which may come to your notice during your employment by AHI which may reasonably be of interest or of any importance or use to the Company or its Subsidiaries and Related Corporations for content specifically pertaining to AHI.

ii. you will immediately communicate to the Company any proposals or suggestions occurring to you during your employment that may reasonably be of service for the furtherance of the business of the Company for content specifically pertaining to AHI.

You agree the provisions of this clause survive termination of this agreement.

14. Suspension From Duty

Without limiting clause 16, the Company or Board may suspend you from duty with pay, or direct you to perform work in a different position, at any time during the term of your employment, including but not limited to circumstances where the Company forms the view that your conduct, capacity or performance may warrant serious disciplinary action (including the termination of your employment).

Should the Company or Board suspend you from duty, it may appoint someone else to your role in an interim capacity for the period of suspension.

15. Termination Without Cause:

i. The Company may terminate this agreement without reason by providing you with no less than six months' written notice or paying you a cash payment equal to six months' salary in lieu of notice.

ii. You may terminate your engagement with the Company without reason by providing the Company with not less than three (3) months' written notice unless the Board otherwise agrees (at its discretion).

16. Termination by the Company With Cause

The Company may at its sole discretion terminate this agreement in the following manner:

i. by giving not less than one month's written notice if at any time you:

(A) commit any serious or persistent breach of any of the provisions contained in this agreement and the breach is not remedied within 14 days of the receipt of written notice from the Company to do so;

(B) in the reasonable opinion of the Board, are absent in, or are neglectful of any duties under this agreement or otherwise does not perform all duties under this agreement in a satisfactory manner; or

(C) you commit or becomes guilty of any Gross Misconduct (as defined below); or

ii. summarily without notice:

(A) if at any time you are convicted of any major criminal offence which brings the Company or any of its related bodies corporate into lasting disrepute, by giving notice effective immediately and without payment of any salary other than salary accrued to the date of termination; or

(B) in accordance with clause 11.5.

In this clause 16, "**Gross Misconduct**" means any act, neglect or default or conduct committed, including, without limitation, neglecting to properly discharge your duties under this agreement with the direct or indirect effect of causing any damage or discredit to the Company's business which you, after receipt of prior notice, has failed to rectify to the reasonable satisfaction of the Company within 7 days.

17. Conduct Following Termination

After termination of this agreement, however occurring, you agree that you will not:

i. without the Company's prior written consent, make any media statement regarding your employment by the Company, the termination of this agreement, or the payments or benefits received from the Company relating to the termination of this agreement; and

ii. engage in any conduct or make any statement, including in any social media forum or site, that disparages or is adverse to the interests, reputation, or good name, or is critical of the Company or any of its related bodies corporate.

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18. Non-Competition

By signing this agreement, you agree that, during the Restraint Period (as defined below), you will not, without the prior written consent of AHI, directly or indirectly:

i. engage in or be concerned in any business activity or person that:

(i) supplies products or services which are the same as or similar to AHI's core business activities as now conducted (**Business**); or

(ii) could be reasonably regarded as a market competitor of the Business;

ii. solicit, canvass, induce or encourage any person who was at any time during the six-month period up to and including the date of termination of this agreement a director, employee, or agent of AHI to leave the employment or agency of AHI;

iii. solicit, canvass, or approach or accept any approach from any person who was at any time during the six-month period up to and including termination of this agreement a customer of AHI with a view to obtaining the custom of any such person in a business which is the same or similar to the Business; or

iv. interfere with the relationship between AHI and its clients, employees, or suppliers.

In this clause 18, "**Restraint Period**" means the period of two years following the termination of this agreement.

19. Dispute Resolution

19.1 Notice of Dispute

If a dispute arises in connection with this agreement, a party to the dispute must give to the other party to the dispute notice specifying the dispute and requiring its resolution under this clause.

19.2 Mediation

If the dispute is not resolved within 7 days after the notice of dispute is given to the other party (**Notice Period**), the dispute is by this clause submitted to mediation. The mediation must be conducted in Perth. The Institute of Arbitrators Australia Rules for the Mediation of Commercial Disputes (as amended) apply to the mediation, except where they conflict with this clause.

19.3 Appointment of Mediator

If the parties have not agreed upon the mediator and the mediator's remuneration within 7 days after the Notice Period:

i. the mediator is the person appointed by; and

ii. the remuneration of the mediator is the amount or rate determined by,

the President of the Western Australian Law Society or the President's nominee, acting on the request of either party to the dispute.

19.4 Court Proceedings

If the dispute is not resolved within 28 days after the appointment of the mediator, either party may then, but not earlier, commence proceedings in any court of competent jurisdiction.

19.5 Injunctive Relief

This clause does not prevent either party from obtaining any injunctive, declaratory, or other interlocutory relief from a court, which may be urgently required.

20. Entire Agreement	This agreement shall constitute the sole understanding of the parties with respect to the subject matter and replaces all other agreements with respect thereto.
21. Assignment	None of the Parties may assign any of the rights or obligations conferred by this Acquisition Agreement without the consent of the other Party.
22. Variation:	No modification or alteration of the terms of this agreement shall be binding unless made in writing dated subsequent to the date of this agreement and duly executed by the parties.
23. Severance	If any provision of this agreement is invalid and not enforceable in accordance with its terms, such provision will be applied solely to the fullest extent that it may be valid and enforceable, and all other provisions, which are self-sustaining and capable of separate enforcement without regard to the invalid provision, shall be and continue to be valid and forceful in accordance with their terms.
24. Counterparts	This agreement may be executed in any number of counterparts, each of which when executed and delivered to the other parties shall constitute an original, but all counterparts together shall constitute one and the same agreement.

The board of AHI and I look forward to you joining the executive team.

Yours sincerely

/s/ Nicholas Prosser

Nicholas Prosser
Non-executive Chairman
Advanced Human Imaging Limited

I accept the offer of employment under the above terms and conditions and agree to abide by the policies and procedures of the Company.

Signature /s/ Scott Montgomery Date: 1 December 2022
Scott Montgomery

Advanced Human Imaging Ltd
ACN 602 111 115
Postal Address: PO Box 190, South Perth WA 6951
Email: investors@ahi.tech

Advanced Management Services Australia Pty Ltd
ABN 51 140 345 875

Level 1
1205 Hay Street
WEST PERTH WA 6005

Tel: **+61 (0) 412 177 478**
Email: **sfdurack@amsaus.com**

15 March 2022

Dr K. Iscoe
Chief Executive Officer
Advanced Human Imaging Ltd
Suite 5, 71 – 73 South Perth Esplanade
SOUTH PERTH WA 6151

Dear Katherine,

RE: PROVISION OF COMPANY SECRETARIAL AND CFO SERVICES TO ADVANCED HUMAN IMAGING LTD ('AHI')

Set out below are the Terms of Engagement under which Advanced Management Services Australia Pty Ltd ('Advanced Management') proposes to contract its services to AHI:

1. Contracting Parties	Advanced Management agrees to provide the contractual services of its Director, Simon Durack, to AHI.
2. Services Provided	To perform the roles of Company Secretary and CFO as directed by AHI.
3. Commencement Date of Engagement	16 March 2022
4. Limitation of Engagement	The Engagement is limited to fulfilling the roles of Company Secretary and CFO as directed by AHI.
5. Contractual Rate	The agreed contractual rate of $125 per hour, plus GST.
6. Out of Pocket Expenses	AHI will reimburse Advanced Management in respect of all reasonable out of pocket expenses incurred in the performance of this Engagement and will be invoiced to AHI by Advanced Management for payment by AHI within 5 business days of receipt of an invoice.
7. Terms of Payment	Advanced Management will invoice AHI on a fortnightly basis in arrears. Terms of payment are on receipt of invoice with all invoices to be paid in Australian dollars, without reduction for bank fees.
8. Indemnity to Company Secretary and CFO	Upon commencement of this engagement, AHI will enter into a Deed of Access, Indemnity and Insurance for Company Officers with Simon Durack in his capacity as the duly appointed Company Secretary and CFO of AHI.

Advanced Management Services Australia Pty Ltd
ABN 51 140 345 875

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1205 Hay Street
WEST PERTH WA 6005

Tel: **+61 (0) 412 177 478**
Email: **sfdurack@amsaus.com**

9. Liability

Advanced Management accepts no liability or responsibility whatsoever for the accuracy of any information provided to the Company Secretary and CFO by AHI.

10. Directors' & Officers' Liability Insurance Policies

For the purposes of this engagement and given the risk exposure of a Company Secretary and CFO, AHI acknowledges that the Company Secretary and CFO appointed for this engagement is an officer of AHI for the duration of this engagement. Accordingly, AHI agrees to provide cover to the appointed Company Secretary and CFO under its Directors' and Officers' Liability Insurance Policies for the duration of the engagement, and for a period of four years thereafter from the date of termination of this engagement. Furthermore, AHI agrees to provide evidence of such cover to the appointed Company Secretary and CFO by providing him with a Certificate of Insurance to confirm that the Company Secretary and CFO is covered under the Directors' and Officers' Liability Insurance Policies of AHI.

11. Confidentiality

The Company Secretary and CFO must not disclose any confidential information in relation to the affairs of AHI to a third party unless:

(a) AHI has given its prior written consent;

(b) the Company Secretary and CFO is required to do so by Australian law;

or

(c) the disclosure is made:

(i) for the purpose of obtaining professional advice; or

(ii) in connection with Relevant Proceedings taken by a third party or the threat of Relevant Proceedings to be taken by a third party.

12. Termination

This Engagement will terminate at the close of business on Thursday, 30 June 2022. The Engagement may be terminated earlier by either AHI or the Company Secretary and CFO, giving one month's notice in writing to the other Party. However, the indemnity at clause 8 remains in full force and effect until releasedby the Company Secretary and CFO.

To indicate the approval and acceptance of these Terms of Engagement on behalf of AHI, please sign in the area indicated below and return the original copy of this letter to Advanced Management.

Yours sincerely,

/s/ S. F. Durack
S. F. Durack
Director

I, Dr Katherine Iscoe, having read the Terms of Engagement as outlined in this letter, do hereby unconditionally accept the said Terms of Engagement for and on behalf of Advanced Human Imaging Ltd.

Signed /s/ Dr Katherine Iscoe Date 16 March 2022

Dr Katherine Iscoe
Chief Executive Officer
For and on behalf of the
Advanced Human Imaging Ltd

7 July 2022

Simon Durack
Advanced Management Services Australia Pty Ltd
Level 1, 1205 Hay Street
WEST PERTH WA 6005

Dear Simon

LETTER OF VARIATION – TERMS OF ENGAGEMENT – PROVISION OF COMPANY SECRETARIAL AND CFO SERVICES TO ADVANCED HUMAN IMAGING LTD

1. Introduction

We refer to the Revised Terms of Engagement dated 16 March 2022 between Advanced Human Imaging Ltd and Advanced Management Services Australia Pty Ltd **(Terms of Engagement).**

Unless the context otherwise requires, words and expressions defined in the Terms of Engagement shall have the same meanings when used in this letter agreement.

2. Extension of Terms of Engagement period

This letter agreement is intended to vary Clause 12 of the Terms of Engagement, to extend the formal agreement conclusion period to 30 December 2022, or such other date agreed by the parties in writing.

To record your agreement to the above variation of the Terms of Engagement, please execute this letter agreement where indicated below and return it to me.

3. General

This letter agreement may be executed in any number of counterparts. All counterparts will be taken to constitute one instrument.

Electronic or facsimile signatures are taken to be valid and binding to the same extent as original signatur:es.

The parties have agreed the terms set out in this letter agreement and intend to be immediately legally bound by them.

Yours sincerely

/s/ Dr Katherine Iscoe
Dr Katherine Iscoe
Chief Executive Officer
Advanced Human Imaging Ltd

EXECUTED by the parties as a deed.

EXECUTED by
ADVANCED HUMAN IMAGING LTD
ACN 602 111 115

in accordance with section 127 of the
Corporations Act 2001 (Cth):

/s/ Dr Katherine Iscoe
Signature of director

Dr Katherine Iscoe (CEO)
Name of director

EXECUTED by
ADVANCED MANAGEMENT SERVICES AUSTRALIA PTY LTD
ABN: 51 140 345 875

In accordance with the laws of its place of incorporation:

/s/ Simon Durack 08/07/22
Signature of director

Simon Durack

Exhibit 4.31

29th April 2022

FULL-TIME

EMPLOYMENT AGREEMENT

Advanced Human Imaging Ltd
Vlado Bosanac

29th April 2022

Mr. Vlado Bosanac
Unit 2,
71 – 73 South Perth Esplanade
South Perth WA 6151

Dear Vlado

Offer of Appointment – Head of Strategy

On behalf of Advanced Human Imaging Ltd ("AHI" or the "Company"), I am pleased to offer you a new permanent employment position as Head of Strategy (HOS) of the Company.

This offer is conditional upon your acceptance and agreement to abide by the terms and conditions outlined in this letter.

1. Reporting & Responsibilities:	i.	You will work with AHI in regard to all aspects of the Company's strategic operations, including but not limited to:
	ii.	Developing long-term, medium-term, and short-term strategic objectives for the Company.
	iii.	Being the spokesperson for the Company in customer-facing, marketing and media for the promotion of the Company.
	iv.	promote the interests and welfare of the Company.
	v.	Working with the CEO in leading key business development discussions with potential operating partners to expand the user base for the Advanced Human Imaging technology.
	vi.	Reporting to the Board of Directors as directed by the Board on all key aspects of the Company's business.
	vii.	Dealing with corporate actions of the Company in line with normal expectations for the role of Head of Strategy.
	viii.	Review forecasts based on the customer relationships under your management and revenue that's at risk.
	ix.	Upon request, provide an accurate and current verbal and written report of key projects, account and sales status, and customer satisfaction.
	x.	Assist the Business Development team (BDT), manage and nurture customer relationships where applicable.
	xi.	As requested to attend meetings with partners that match the targeted customer segment based on the strategy of the business.
	xii.	Undertake strategic communication with partners to influence deal structure.
	xiii.	Understand target partner needs and develop a solution that creates a win-win for both parties based on the current, accurate and available (ready to use) value proposition.

	xiv. Assist BDT and manage client expectations by conveying a clear and accurate value proposition. xv. Identify and promote opportunities to advance the technological offering AHI brings to the market, including but not limited to acquisitions and licensing opportunities. xvi. Collaborate with internal teams on change management so that all changes are delivered in a time and case-sensitive cadence & manner.
2. Essential skills	**Primary skills and experience:** i. Significant experience in global capital markets ii. Significant experience in B2B sales and assisting clients in identifying the value proposition for the available products iii. Proven experience and results in the generation of company revenue iv. Significant experience in developing and driving company strategy through knowledge of market trends v. Highly developed interpersonal skills, emotional intelligence, and communication vi. Highly developed negotiation skills vii. Ability to identify growth acquisitions and partnerships.
3. Non-essential skills and experience	i. Understanding technology developments in the relevant field ii. Experience in medical, health, wellness, fitness, and insurance industries. iii Interest in new and emerging technology.
4. Commencement Date:	29th April 2022.
5. Title:	Head Of Strategy (HOS)
6. Compensation:	The commencing salary will be $190,000 per annum, paid fortnightly and exclusive of superannuation contribution by AHI to a superannuation fund nominated by you. The compensation package will be subject to annual review by the Board of Directors. There are no fixed hours of employment however you are expected to work the number of hours required to perform the role of HOS. In context, the minimum working week shall be 37.5 hours, with no provision for over-time however, the Company may grant you time in lieu in the event the Board considers (at its discretion) you are working consistently above the normal working week. Upon the first annual review of your performance and remuneration, the Board of Directors shall in good faith establish Key Performance Indicators (KPI's) for the next twelve months upon which bonus compensation can be earned by you, up to a maximum of 100% of your base compensation. The nature of the KPI's and bonus structure shall be negotiated with you in good faith.

7. Expenses:	A company Credit Card shall be issued with an expenditure limit of $25,000 per month. Within that $25,000 limit, a maximum of $5,000 per month is allowed for business-related entertainment, where there is justifiable means for the expenditure. All expenditures must have a fully itemized receipt of payment submitted before the end of each month for appropriate account reconciliation. You will be reimbursed for all reasonable expenses supported by official receipts for payments made on behalf of the Company whilst carrying out your duties provided, however, that any individual expense exceeding $2,000 must not be incurred without the prior consent of the Chairman, either written or verbal. Except in the circumstance of company travel and within the daily spend limit communicated. You must comply with all lawful directions of the Company in relation to incurring expenses on behalf of the Company and shall not in any way pledge the credit of the Company except insofar as you may have been expressly authorised by the Chairman or CEO.
8. Appointment Basis:	Full-time position. As a professionally qualified employee, you are required to exercise your specialized expertise, independent judgment, and discretion to provide high- quality services and are expected to work the required hours to get the job done.
9. Tenure and Review:	The appointment basis is full-time/permanent, with an initial employment and salary review one year from the date of appointment. The Company has appointed you as HOS, and you agree to accept the appointment and the tenure on the terms and conditions set out in this agreement. Your engagement under this agreement will be reviewed on the twelve-month anniversary of your employment and thereafter on an annual basis. The Review will include such matters determined by the Board, and will include, but is not limited to: i. your performance during the period before the review. ii. the performance of the Company during the period before the review; and iii. your remuneration relative to economic conditions prevailing in the state of Western Australia and similar positions offered in the market.
10. Termination With Cause:	The Company may terminate this agreement with reason by providing you with not less than six months' written notice or paying you a cash payment equal to six months' average salary calculated over the gross salaries paid by AHI throughout the accumulated years working for AHI in lieu of notice. You may terminate your engagement with the Company without reason by providing the Company with not less than three (6) months' written notice.

11. Obligation on Termination	i. The Employee shall on termination of the Employment ii. deliver to AHI all equipment, material, records and other information (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) made, compiled or acquired by them during the Employment and relating to AHI or any Associated Entity or its Business contacts, any keys, credit cards and other property of AHI or any Associated Entity which is in their possession, custody, care or control; iii. irretrievably delete any information relating to the Business of AHI or any Associated Entity stored on any magnetic or optical disk or memory and all matter derived from such sources which is in their possession, custody, care, or control outside the premises of AHI; and iv. confirm in writing the Employee's compliance with their obligations if required to do so by AHI or any Associated Entity and provide it with such reasonable evidence of compliance as it may request. v. Where the Employee has been placed on termination leave, the Employee shall not be required to return until the end of the termination leave period any property provided to the Employee as a contractual benefit for use during the Employment. vi. Before and after cessation of the Employee's Employment with AHI, the Employee must not make any derogatory remark or statement about AHI or its personnel or any other remark or statement which may damage the reputation or goodwill of AHI.
12. Annual Leave:	Annual leave is accrued at a rate of 20 working days per annum, a working day being exclusive of recognized public holidays. Your annual leave may be taken once it is accrued, at any time mutually acceptable to yourself and the Company. Accrued leave shall not accumulate in excess of 30 working days without the written approval of the Board. A waiver may be granted under special circumstances at the Board's discretion. Leave already acquired and outstanding to the employee will be calculated and paid out based on the salary paid during the holiday accrual period.
13. Sick Leave, Compassionate Leave & Carer's Leave:	You are entitled to paid sick leave equivalent to the number of hours you would ordinarily work in a two-week period, up to a maximum of 75 hours per year. No payment will be made for unused sick leave following resignation or termination. Claims for sick leave taken in excess of five days must be supported by a medical certificate.
14. Compassionate Leave	You are entitled to five days of paid compassionate leave: i. if a member of your immediate family or household requires care or support due to an illness or injury; or ii. in the event of an unexpected emergency involving a member of your immediate family or household.

15. Carer's Leave	You are entitled to five days of paid carer's leave: i. if a member of your immediate family or household has an illness or injury that poses a serious threat to their life; or ii. in the event of the death of a member of your immediate family or household.
16. Long Service Leave:	You are entitled to long service leave in accordance with the provisions of the Long Service Leave Act 1958 (WA).
17. Proprietary Information and Inventions:	**Definitions of IP** **IP** means all industrial and intellectual property rights, whether protectable by statute, at common law or in equity, including all copyright and similar rights which may subsist or may hereafter subsist in works or any subject matter, rights in relation to inventions (including all patents and patent applications), trade secrets and know-how, rights in relation to designs (whether or not registrable), rights in relation to registered or unregistered trademarks, circuit layout designs and rights in relation to circuit layouts, whether registered, registrable or unregistered, including: i. marks, logos, service marks, trade names, business names, internet domain names, slogans, symbols, brand names, copyright or other trade indicia. ii. all rights in the information, know-how, processes, procedures, compositions, devices, methods, formulae, protocols, techniques, designs, drawings, trade secrets or data, whether or not protectable by patent application design registration, copyright, whether unregistered, registered or registrable; and iii. any modifications, developments, adaptations, advancements, creations, and derivations of any intellectual property, iv. The Employee provides an unconditional and irrevocable consent to all Intellectual Property rights, title and interest arising in relation to any Works made or developed by them in connection with their term of Employment with AHI (whether alone or with others), or to which they contribute or have contributed during the term of their Employment with AHI, whether made or developed: v. within or outside AHI's usual working hours. vi. at AHI's premises or at any other place; or but excludes non-assignable moral rights and similar non-assignable personal rights of authors and producers.
18. Current & New	i. As a condition of employment, you represent and warrant that you will immediately communicate to the Company any new and all new literary and other new works and new subject matter, including all new works, new processes, new inventions, new improvements, new innovations, new modifications, new designs, new discoveries, new trademarks and new trade secrets, however embodied, which you may make either alone or in conjunction with others during the course of, in connection with or arising within the duration of your employment and in any way connected with matters specifically pertaining to the business and assets of Advanced Human Imaging for which the Company has been or is now or hereafter interested during your employment ("Inventions").

	ii. Any new inventions or extensions of the IP surrounding AHI throughout the duration of your employment, whether or not the Inventions are capable of being protected by copyright, letters patent, registered design or other protection ("Protection"), will be solely owned by the Company for development. a. Throughout your employment and for a period of 48 months after you cease employment by AHI, any new inventions, whether the Inventions are capable of being commercialised or able of Protection outside of those of Advanced Human Imaging, will be first offered to the Company for first right of refusal Further proceedings will only go forward if agreed by both you and the Company.
19. Co-operation in obtaining Protection for Invention	i. If and whenever required to do so, whether during or after the termination of your employment, and at the expense of the Company or its nominee, you will apply or join in applying for letters patent or other similar protection in Australia or in any other part of the world for content specifically pertaining to AHI. ii. You will within reason deliver to the Company full particulars concerning these matters and execute all instruments and do all things necessary for vesting the letters patent or other Protection when obtained, and all right and title to and interest in the same, in the Company or its nominee absolutely and as sole beneficial owner or in such other person as the Board requires. iii. In the event the company has been unable to contact you for a period of 30 days you appoint the Company to be your attorney in your name and on your behalf to execute any such instrument or thing and generally to use your name for the purpose of giving to the Company or its nominee the full benefit of the provisions of this clause. iv. This clause is in regard to IP created throughout your employment with AHI.
20. Information	Without limiting the generality of the above, and subject to not breaching any laws or breaching any other contractual obligations in existence or arising from time to time, you represent and warrant that. i. you will immediately inform the Company of any matter which may come to your notice during the Employment which may reasonably be of interest or of any importance or use to the Company or its Subsidiaries and Related Corporations for content specifically pertaining to AHI. ii. you will immediately communicate to the Company any proposals or suggestions occurring to you during your employment which may reasonably be of service for the furtherance of the Company's business for content specifically pertaining to AHI.

21. Confidentiality:	Unless you are authorized to do so by law, you are not to divulge any information you obtain as a result of your appointment either to the media, the public generally or to any other third party, except and unless it is of a general nature and of general knowledge and you do so as a consequence of the performance of your responsibilities. All knowledge and/or information, written or otherwise, related to the activities of the Company obtained by you as a consequence and in the course of your employment becomes the property of the Company, and unless otherwise authorized during the term of your employment or thereafter, must not be divulged to any other source. Upon termination of your services with the Company, you must return all papers, records, documents (including hard copy and digital copies) and any equipment that are in your possession or control and relate to any of the foregoing. Confidential information also extends to the contents of this letter and in particular, to employee's remuneration details. You represent and warrant to us that there are no other agreements, written or oral, that would restrict your ability to perform the basic functions of your job, including but not limited to non-compete, non-disclosure or similar agreements with prior employers. If there are such agreements, you agree to immediately provide the Company with a copy of any such agreements(s) for its review. You further agree not to bring to the Company, use or disclose any trade secrets or other confidential/proprietary information of prior employers.
22. Governing Law:	This agreement is intended to give rise to legal rights and obligations and constitutes a binding agreement between the parties. This agreement shall be governed by and construed in accordance with the law from time to time in the State of Western Australia and the parties agree to submit to the nonexclusive jurisdiction of the courts of Western Australia and the courts which hear appeals therefrom.
23. Variation:	No modification or alteration of the terms of this agreement shall be binding unless made in writing dated subsequent to the date of this agreement and duly executed by the parties.
24. Acceptance:	Please indicate your acceptance of the above offer under the above terms and conditions by signing the duplicate copy of the offer and returning to the Company.

Yours sincerely

/s/ Nick Prosser

Nick Prosser
Non-executive Chairman
Advanced Human Imaging Limited

29th April 2022

I accept the offer of employment under the above terms and conditions and agree to abide by the policies and procedures of the Company.

Signature /s/ Vlado Bosanac Date:04/29/2022
Vlado Bosanac

Executed as an agreement on 14th day of September 2022.

Signed by **Vlado Bosanac** in the presence of:

/s/ Vlado Bosanac	/s/ Nadine Amesz
Signature of **employee**	**Signature of witness**
Vlado Bosanac	Nadine Amesz
Name of **employee**	Name of **witness**

Executed by **Advanced Human Imaging Ltd** by its duly authorised representative:

/s/ Nick Prosser
Signature of **authorised representative**

Nick Prosser
Chairman of the Board

Name of **authorised representative**

Date: 04/29/2022

AHI EMPLOYMENT AGREEMENT

Date of Agreement 15th June 2021

PARTIES

Advanced Human Imaging Limited, ABN 85 602 111 115 of Suite 5, 71-73 South Perth Esplanade, South Pe1ih, Western Australia, 6151 ("AHI", or the "Company"),

Nadine Amesz of Unit 1, 623-625 Hay Street, Jolimont, WA, 6014 (the "Employee").

RECITALS

The Company wishes to employ the Employee on a permanent full-time basis in the Position, and the Employee wishes to be employed by the Company in the Position on that basis, on the following terms and conditions ("Agreement").

THE PARTIES AGREE AS FOLLOWS:

1.	**Position**	Operations Manager
2.	**Commencement Date**	Monday 19th of July 2021.
3.	**Manager**	CEO, Vlado Bosanac
4.	**Reporting Responsibilities**	**&**i. Oversee day-to-day operations and keep the CEO apprised of significant events.
		ii. Manage the day-the-day planning, development and delivery of projects and proposals.
		iii. Improve the operational systems, processes and policies in support of corporate goals.
		iv. Communicating strategy, policy and procedures to employees.
		v. Maintain customer confidence and protect operations by keeping information confidential.
		vi. Manage relationships with key customers and ambassadors.
		vii. Develop good relations and maintain excellent communication channels both internally and externally.
		viii. Work together with the CEO, CBO and internal team members and partners to co-ordinate the preparation, writing and communications support of viable bids and proposals, as well as marketing and communication strategies for new and prospective partners.
		ix. Play a significant role in long-term planning.
		x. Any other activities as directed by the Employees Manager.

5. Compensation

The commencing salary will be $100,000 per annum, paid fortnightly and exclusive of a 9.50% superannuation contribution by AHI to a superannuation fund nominated by the Employee. The maximum ordinary working week is 38 hours, with no provision for over-time. Any overtime must be prior approved in writing by your Manager.

6. Expenses

The Employee will be reimbursed all reasonable expenses supported by official receipts for payments made on behalf of the Company whilst carrying out the Employee's duties provided, however, that any individual expense exceeding $100 must not be incurred without the prior written consent of the Company.

The Employee must provide all proper documentation to the Company to verify such expenses prior to reimbursement. The Employee must comply with all lawful directions of the Company in relation to incurring expenses on behalf of the Company, and shall not in any way pledge the credit of the Company except insofar as the Employee may have been expressly authorised by the Company either generally or in any particular incidence.

7. Appointment Basis

Full-time position.

As a professional qualified Employee, the Employee is required to exercise their specialised expertise, independent judgment and discretion to provide high-quality services and fulfill all reasonable work-related demands and requirements.

The Employee must comply with all lawful instructions given to them by their Manager, and any delegate of their Manager, and any policies instituted by the Company from time to time. The Company's policies do not form part of this Agreement and do not give rise to any contractual rights for the Employee.

The Company may modify any of its policies at any time.

In the course of performing the Employee's duties in the Position, the Employee shall use their best endeavors to promote, develop and protect the business interests and welfare of the Company.

The Employee must not do anything which is harmful to the reputation or interests of the Company.

The Employee must work in a lawful, professional and competent manner and provide faithful service, and act in good faith in all its dealings with and on behalf of the Company.

8. Qualifications

The Employee warrants to the Company that they hold the qualifications and have the experience set out in their curriculum vitae provided to the Company prior to the Commencement Date, and that all information provided to the Company by the Employee in that curriculum vitae and in any employment application and/or in any job interview, is truthful, accurate, correct and complete.

The Employee warrants that in entering into this Agreement they will not be in breach of any obligations owed to any third parties.

The Employee warrants that they have not entered into, and will not enter into any agreement, that conflicts with their obligations owed to the Company under this Agreement.

9. Tenure and Review

The Company has appointed the Employee into the Position, and the Employee agrees to accept the appointment and the tenure, on the terms and conditions set out in this Agreement.

9.1 Probation Period

The Employee's employment with the Company is subject to a six (6) month Probation Period from the Commencement Date of this agreement.

On and from the Commencement Date and during the Probation Period, either party may terminate this Agreement by providing the other with not less than two (2) weeks' notice in writing. This clause does not affect the Company's right to terminate the Agreement without notice in the event of serious misconduct by the Employee.

9.2 Employment Review

The Company will use its best endeavours to have the Employee's engagement under this Agreement reviewed at the end of the Probation Period, and thereafter on or before 31 August each year. The Review will include such matters as determined by the Board, and may include,

i. the Employee's performance during the period prior to the review (including against performance indicators set by the CEO or the Board);

ii. the performance of the Company during the period prior to the review; and

iii. the Employee's remuneration relative to economic conditions prevailing in the state of Western Australia and similar positions offered in the market.

9.3 Termination

i. After the Probation Period, either party may at any time terminate this Agreement by providing the other with four (4) weeks' prior written notice ("Notice Period"). The Company may choose, in lieu of requiring the Employee to work out the Notice Period, to make a payment to the Employee of an amount equivalent to the Employee's Remuneration, pro rated for the Notice Period, or such higher amount prescribed by applicable legislation.

ii. If at the time of termination by the Company the Employee has completed two years' service and is aged over 45, the Employee will receive one (1) additional week of notice.

iii. The Company shall not be required to provide any notice to the Employee in the case of dismissal for serious misconduct.

iv. On cessation or termination of employment, the Employee is entitled to payment in lieu of the annual leave to which the Employee has become entitled during his or her employment with the Company, but which he or she has not taken.

v. Upon cessation of the Employee's employment with the Company, the Employee must deliver-up and/or destroy (as required by the Company), all and any Confidential Information and other property of the Company in the possession or control of the Employee, whether in hard copy or held in electronic form or otherwise.

vi. Before and after cessation of the Employee's employment with the Company, the Employee must not make any derogatory remark or statement about the Company or its personnel or any other remark or statement which may damage the reputation or goodwill of the Company.

vii. Termination does not affect any accrued rights of either party.

10. Restrictions and Restraints of trade

In the interest of being fair and reasonable, AHI is not looking to restrain the Employee from working in their respective field(s) post-employment with AHI. AHI is only seeking to restrict the Employee from being poached or moving to a competitor and assisting in creating any product that directly competes with AHI for a period after employment with AHI.

10.1 Restriction on Activities

On and from the Effective Date until the Employee's employment ends in accordance with the Employee's Employment Contract, or pursuant to applicable law, the Employee must work full-time for the Company, and without the prior written consent of the Company must not:

i. work in, on or for any other business; or

ii. commence, operate, invest directly or indirectly in, or obtain an interest in, any business that is in competition with the Company (provided that this clause shall not prevent the Employee from holding up to 10% of the shareholding in a publicly-listed company).

10.2 Restraint Period and Area

The Restraint Period is as follows:

i. twelve (12) months; or

ii. if a court finds twelve (12) months unreasonable, nine (9) months; or

iii. if a court finds nine (9) months unreasonable, six (6) months; or

iv. if a court finds six (6) months unreasonable, three (3) months.

The Restraint Area is as follows:

i. All AHI patented countries; currently China, South Korea, Japan, Singapore, USA and Australia, this will expand to further countries as new patents are received; or

ii. if a court finds all AHI patented countries unreasonable, Asia Pacific countries[1]. Or

iii. if a court finds Asia Pacific countries unreasonable, Australia.

11. IT Devices

If the Employee is provided by the Company with access to, or possession of, any computer, smartphone device or other equipment for the use by the Employee, the Employee must take reasonable care to keep such devices and equipment secure and protected. The loss of any such device must be immediately reported by the Employee to the Company.

1 For clarity Asia Pacific countries include countries in geographic regions Asia and Oceania as defined by the United Nations: https://unstats.un.org/unsd/methodology/m49/

12. Surveillance

The Employee's use of the Company's information technology systems and email accounts will be subject to ongoing and continuous surveillance. Such surveillance will be conducted from the Commencement Date and at all times thereafter during the term of the Employee's employment with the Company.

The Employee agrees and acknowledges that the Company may monitor and record all usage of any computer, smartphone device and/or e-mail address allocated to the Employee by the Company, and the Employee consents to the monitoring of all such devices and addresses.

The Employee further agrees and acknowledges that all e-mails and any files and other data transmitted by the Employee using any computer, smartphone device or email address allocated to the Employee, are the sole property of the Company.

13. Price Sensitive Information

The Employee acknowledges that in the course of carrying out the services pursuant to this Agreement the Employee may receive Confidential Information, including "Price Sensitive Information" (as per the *Corporations Act 2001 (Cwth))* affecting the Company. Any disclosure, communication, or misuse of Price Sensitive Information may have very serious implications for the Company and/or the Employee, including possible criminal prosecution and possible civil actions against the Employee.

The Employee acknowledges that the Company has the right to terminate this Agreement without notice if the Employee discloses, communicates, or misuses Price Sensitive Information in the absence of the prior written consent of the Board, except to the extent that the Employee is required by law to disclose, communicate or use it.

14. Annual Leave

Annual leave accrues progressively at a rate of 20 days per annum. The Employee's annual leave may be taken once it is accrued at any time mutually acceptable to the Employee and the Company. Accrued annual leave should not accumulate in excess of 30 working days. If you reach this number of accrued annual leave days, the Company may direct you to take annual leave in accordance with the *Fair Work Act 2009.*

15. Personal/Carer's Leave and Compassionate Leave

Personal/Carer's Leave

Paid personal/carer's leave accrues progressively at a rate of 10 working days per annum. The Employee's personal/carer's leave may be taken once it is accrued. No payment will be made for unused personal/carer's leave following cessation of employment.

An Employee may take personal leave when he or she is ill or injured and unfit for work.

An Employee may take carer's leave when he or she is required to provide care or support to a member of his or her immediate family or household who is ill, or injured, or experiencing an unexpected emergency.

The Company requires production of suitable evidence in support of any personal/carer's leave absence.

Unpaid Carer's Leave

The Employee is entitled to two days' unpaid carer's leave on each occasion such leave is required, provided the Employee's paid personal/carer's leave balance has been exhausted.

Compassionate Leave

The Employee is entitled to two days paid compassionate leave if a member of the Employee's immediate family or household:

i. experiences a life-threatening illness or injury; or

ii. passes away.

16. Long Service Leave and Other Leave

The Employee is entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1958* (WA). The Employee will be entitled to all other forms of leave provided by the *Fair Work Act 2009.*

17. Proprietary Information and Inventions

17.1 Meaning of "Intellectual Property"

"Intellectual Property" ("IP") means all industrial and intellectual property rights whether protectable by statute, at common law or in equity, including all copyright and similar rights which may subsist or may hereafter subsist in works or any subject matter, rights in relation to inventions (including all patents and patent applications), trade secrets and know-how, rights in relation to designs (whether or not registrable), rights in relation to registered or unregistered trade marks, circuit layout designs and rights in relation to circuit layouts, whether registered, registrable or unregistered, including:

i. marks, logos, service marks, trade names, business names, internet domain names, slogans, symbols, brand names, copyright or other trade indicia;

ii. all rights in information, know-how, processes, procedures, compositions, devices, methods, formulae, protocols, techniques, designs, drawings, trade secrets or data whether or not protectable by patent application design registration, copyright, whether unregistered, registered or registrable; and

iii. any modifications, developments, adaptations, advancements, creations and derivations of any intellectual property,

but excludes non-assignable moral rights and similar non-assignable personal rights of authors and producers.

17.2 Current & New

i. As a condition of employment, the Employee represents and warrants that they will immediately communicate to the Company any and all new literary and other new works and new subject matter including all new works, new processes, new inventions, new improvements, new innovations, new modifications, new designs, new discoveries, new trademarks and new trade secrets, however embodied, which the Employee may make either alone or in conjunction with others during the course of, in connection with or arising out of the Employee's employment and in any way connected with matters specifically pertaining to the business and assets of AHI, including AHI joint ventures, partners and customers, for which the Company has been or is now or hereafter interested during the Employee's employment ("Inventions").

ii. Any new Inventions or extension of the IP surrounding AHI, including AHI joint ventures, partners and customers, whether or not the Inventions are capable of being protected by copyright, letters patent, registered design or other protection ("Protection"), will be solely owned by the Company for development.

iii. Any new Inventions, whether or not the Inventions are capable of being commercialised or able of Protection outside of those of AHI, including AHI joint ventures, partners and customers, will be first offered to the Company for first right of refusal. Further proceedings will only go forward if agreed by both the Employee and the Company.

17.3 Co-operation in Obtaining Protection for Inventions

i. If and whenever required to do so whether during or after cessation of the Employee's employment, and at the expense of the Company or its nominee, the Employee will apply or join in applying for letters patent or other similar protection in Australia or in any other part of the world for content specifically pertaining to AHI, including AHI joint ventures, partners and customers where required. The Employee will immediately deliver-up to the Company full particulars concerning these matters and execute all instruments and do all things necessary for vesting the letters patent or other Protection when obtained, and all right and title to and interest in the same, in the Company or its nominee absolutely and as sole beneficial owner or in such other person as the Board requires.

ii. The Employee appoints the Company to be their attorney in the Employee's name and on the Employee's behalf to execute any such instrument or thing and generally to use the Employee's name for the purpose of giving to the Company or its nominee the full benefit of the provisions of this clause.

17.4 Information

Without limiting the generality of the above, and subject to not breaching any laws or breaching any other contractual obligations in existence or arising from time to time, the Employee represents and warrants that:

i. the Employee will immediately inform the Company of any matter which may come to the Employee's notice during the Employment which may reasonably be of interest or of any importance or use to the Company or its Subsidiaries and Related Corporations for content specifically pertaining to AHI, including AHI joint ventures, partners and customers;

ii. the Employee will immediately communicate to the Company any proposals or suggestions occurring to the Employee during the Employee's employment which may reasonably serve to further the business of the Company for content specifically pertaining to AHI including AHI joint ventures, partners and customers.

The Employee agrees the provisions of this clause survive the cessation of the Employee's employment with the Company.

18. Confidentiality and Confidential Information

"Confidential Information" means any information (whether in written, electronic or any other form) in respect of the business and affairs of the Company and its clients, products, research and development projects, customers and suppliers that is not in the public domain including, without limitation, any document, record, computer file, customer or client information, product or service information, sales or financial information, project, contract, deal, discovery, invention, drawing, design, strategy, plan, data, report, process, proposal, budget, idea, formula, concept or know how.

Confidential Information includes, but is not limited to:

i. trade secrets, financial information, designs, formulae, patterns, know-how, devices, inventions, secret or unpatented inventions, research, development, processes, techniques, machines, the identity and requirements of customers, the identity of suppliers and vendors, information received by the Company from third parties under obligation of confidentiality, strategic or financial plans, product pipeline information, financial data, sales and marketing plans and information, and compilations of information, records, and specifications used by the Company;

ii. information about the identity, contact details or requirements of the Company's clients, prospective clients, suppliers or prospective suppliers;

iii. information belonging to, or concerning clients of the Company;

iv. any agreements, arrangements or terms of trade with a client, prospective client, supplier or prospective supplier;

v. the Company's contractual, technical and production information; and

vi. the Company's marketing plans, and marketing and sales techniques.

Confidential Information does not lose its confidential status merely because it was known by a limited number of persons or entities or because it did not originate entirely with the Company.

Confidential information also extends to the contents of this Agreement, including the Employee's remuneration details.

Unless the Employee is authorised to do so by law, the Employee is not to divulge any information the Employee obtains as a consequence of and in the course of the Employee's employment to any other third party, including to the media or the public generally, except and unless it is of a general nature and of general knowledge and the Employee does so as a consequence of the performance of the Employee's responsibilities.

All knowledge and/or information, written or otherwise, related to the activities of the Company, including AHI joint ventures, partners and customers, obtained by the Employee as a consequence and in the course of the Employee's employment becomes the property of the Company, and unless otherwise authorized during the term of the Employee's employment or thereafter, must not be divulged to any other source.

Upon cessation of the Employee's employment with the Company, the Employee must return all papers, records, documents (including hard copy and digital copies) and any equipment that are in the Employee's possession or control and relate to any of the foregoing.

The Employee represents and warrants to AHI that there are no other agreements, written or oral, that would restrict the employee's ability to perform the basic functions of the Employee's job, including but not limited to non-compete, non-disclosure or similar agreements with prior employers. If there are such agreements, the Employee agree to immediately provide the Company with a copy of any such agreements(s) for the Company's review. The Employee further agrees not to bring to the Company, use or disclose any trade secrets or other confidential / proprietary information of prior employers.

The Employee agrees that they will not use, copy, transfer, destroy or remove from the Company's premises, any Confidential Information without the prior written consent of the Company. This includes the use, copy, transfer, destruction or removal of Confidential Information at non-Company premises including the Employee's home.

Without limiting the above provisions, the Employee must not license or otherwise exploit, directly or indirectly, any products or services which embody or are derived from Confidential Information without the prior written consent of the Company.

The Employee agrees the provisions of this clause survive cessation of the Employee's employment with the Company.

19. Privacy

The Employee must comply with the *Privacy Act 1988* (Cth) in respect of all personal information that comes into the possession or control of the Employee, or which the Employee accesses, during the course of the Employee's employment in the Position.

20. Notices

i. A notice under this Agreement may be given by hand delivery, post or email, using the address specified at the top of the first page of this Agreement, or the email address for the recipient's representative specified in the Schedule, or such other latest address as a party may have provided to the Company during the course of employment.

ii. Any notice issued by hand shall be deemed delivered upon delivery.

iii. Any notice issued by post shall be deemed delivered 3 Business Days after posting if posted domestically, or 10 business days after posting if posted internationally.

iv. Any notice issued via email shall be deemed to be delivered upon the email being sent, provided that if an email is sent out of business hours, it shall be deemed to be delivered at 9am on the next business day.

21. General

Amendment: This Agreement may only be amended by a written document signed by the parties.

Assignment: The Employee agrees and acknowledges that the Company may assign this Agreement to a related body corporate of the Company, or to an acquirer of the business of the Company upon notice to the Employee.

Severability: If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain enforceable.

Counterparts: This Agreement may be executed in counterparts provided that no binding agreement shall be reached until the executed counterparts are exchanged.

Entire Agreement: This Agreement constitutes the entire agreement between the parties and to the extent possible by law, supersedes all prior understandings, representations, arrangements and agreements between the parties regarding its subject matter.

Jurisdiction: This Agreement will be interpreted in accordance with the laws in force in Western Australia. The parties irrevocably submit to the non-exclusive jurisdiction of the courts situated in Western Australia.

Legal advice: The Employee acknowledges that they have had a reasonable opportunity to obtain independent legal advice regarding the contents of this Agreement prior to entering into this Agreement and has either obtained that advice or elected not to obtain it.

Flexible Working Arrangements: if eligible, the Employee may request flexible working arrangements. The Company may refuse a request on reasonable business grounds.

Fair Work Information Statement: The Employee acknowledges receipt of the *Fair Work Information Statement* annexed to this Agreement marked "Annexure A".

22. Interpretation In this Agreement:

i. Headings and underlining are for convenience only and do not affect the construction of this Agreement.

ii. A provision of this Agreement will not be interpreted against a party because the party prepared or was responsible for the preparation of the provision, or because the party's legal representative prepared the provision.

iii. Currency refers to Australian Dollars.

iv. A reference to a statute or regulation includes amendments thereto.

v. A reference to a clause, subclause or paragraph is a reference to a clause, subclause or paragraph of this Agreement.

vi. A reference to a subclause or paragraph is a reference to the subclause or paragraph in the clause in which the reference is made.

vii. The recitals are correct and form part of this Agreement.

viii. A reference to time is to time in Western Australia.

ix. A reference to a person includes a reference to an individual, a partnership, a company, a joint venture, government body, government department, and any other legal entity.\

x. The words "includes", "including" and similar expressions are not words of limitation.

Nadine, we look forward to your engagement with our Company at this very exciting stage.

Signed as an agreement.

Signed for and on behalf of the Company by its authorised representatives:

Vlado Bosanac	/s/ Vlado Bosanac	
CEO and CO-Founder	Signature	

Signed by:

Nadine Amesz	/s/ Nadine Amesz	06/18/2021
Name of Employee	Signature	
Matt McKeone	/s/ Matt McKeone	06/18/2021
Name of Witness	Signature of Witness	

Annexure A – See enclosed Fair Work Information Statement as of March 29th 2021

Fair Work OMBUDSMAN

Fair Work Information Statement

Employers must give this document to new employees when they start work

IMPORTANT INFORMATION ABOUT YOUR PAY AND CONDITIONS

Find out more about your workplace entitlements and obligations during the impact of coronavirus at coronavirus.fairwork.gov.au

Employees in Australia have entitlements and protections at work, under:

FAIR WORK LAWS	AWARDS	ENTERPRISE AGREEMENTS	EMPLOYMENT CONTRACTS
• minimum entitlements for all employees • includes the National Employment Standards	• set minimum pay and conditions for an industry or occupation • cover most employees in Australia	• set minimum pay and conditions for a particular workplace • negotiated and approved through formal process	• provide additional conditions for an individual employee • can't reduce or remove minimum entitlements

Find your award at www.fairwork.gov.au. Check if your workplace has an enterprise agreement at www.fwc.gov.au/agreements

CASUAL EMPLOYEES If you are a casual employee, you also need to be given the Casual Employment Information Statement when you start work. Visit the Fair Work Ombudsman website at www.fairwork.gov.au/ces for more information.

PAY Your minimum pay rates are in your award or enterprise agreement. If there is no award or agreement for your job, you must get at least the National Minimum Wage. You can't agree to be paid less. Minimum pay rates are usually updated yearly.

Find out what you should get at www.fairwork.gov.au/minimum-wages

NATIONAL MINIMUM WAGE FROM 1 JULY 2020 — $19.84/hour full-time or part-time — $24.80/hour casual

This is the adult minimum rate for employees with no award or enterprise agreement. Lower rates may apply to juniors, apprentices and employees with disability.

Use our free calculators to check your pay, leave and termination entitlements at: www.fairwork.gov.au/pact

NATIONAL EMPLOYMENT STANDARDS

These are minimum standards for all employees. Rules and exclusions may apply. Your award or agreement may provide more. Find more information on the National Employment Standards at www.fairwork.gov.au/NES

	Full-time and part-time employees	Casual employees
Annual leave	✓ 4 weeks paid leave per year (pro rata for part-time employees) + 1 week for eligible shift workers	✗
Personal leave (sick or carer's leave)	✓ 10 days paid leave per year (pro rata for part-time employees)	✗
Carer's leave	✓ 2 days unpaid leave per permissible occasion (if no paid personal leave left)	✓ 2 days unpaid leave per permissible occasion
Compassionate leave	✓ 2 days paid leave per permissible occasion	✓ 2 days unpaid leave per permissible occasion
Family & domestic violence leave	✓ 5 days unpaid leave per 12 months	✓ 5 days unpaid leave per 12 months
Community service leave • Jury service	✓ 10 days paid leave with make-up pay + unpaid leave as required	✓ Unpaid leave as required
• Voluntary emergency management activities	✓ Unpaid leave as required to engage in the activity	✓ Unpaid leave as required to engage in the activity
Long service leave	✓ Paid leave (amount and eligibility rules vary between states and territories)	* Varies between states and territories
Parental leave eligible after 12 months employment	✓ 12 months unpaid leave - can extend up to 24 months with employer's agreement	✓ 12 months unpaid leave for regular and systematic casuals - can extend up to 24 months with employer's agreement
Maximum hours of work	✓ Full-time employees – 38 hours per week + reasonable additional hours Part-time and casual employees – 38 hours or employee's ordinary weekly hours (whichever is less) + reasonable additional hours	
Public holidays	✓ A paid day off if you'd normally work. If asked to work you can refuse, if reasonable to do so.	✓ An unpaid day off, if asked to work you can refuse, if reasonable to do so
Notice of termination	✓ 1-5 weeks notice (or pay instead of notice) based on length of employment and age	✗
Redundancy pay eligible after 12 months employment	✓ 4-16 weeks pay based on length of employment (some exclusions apply)	✗
Casual conversion	✗	✓ The right to become a full-time or part-time employee in some circumstances

Last updated 29 March 2021

Fair Work OMBUDSMAN

Australian Government

Fair Work Information Statement

Employers must give this document to new employees when they start work.

IMPORTANT INFORMATION ABOUT YOUR PAY AND CONDITIONS

FLEXIBILITY

After 12 months employment you can make a written **request for flexible working arrangements** if you're 55 or over, a carer, have a disability, are experiencing violence from a family member (or are supporting a family or household member who is), or are the parent of, or have caring responsibilities for, a child of school age or younger. This includes employees returning from parental or adoption leave asking to work part-time to care for the child. Your employer must respond in writing within 21 days. They can only say no on reasonable business grounds.

You and your employer can also **negotiate an individual flexibility arrangement**. This would change how certain terms in your award or enterprise agreement apply to you. An individual flexibility arrangement must be a genuine choice – it can't be a condition of employment – and it must leave you better off overall. Find out more at:

www.fairwork.gov.au/flexibility

DID YOU KNOW?

You can create a free My account to save your workplace information in one place at:
www.fairwork.gov.au/register

You can find free online courses to help you start a new job or have difficult conversations at work, visit:
www.fairwork.gov.au/learning

The **Record My Hours app** makes it quick and easy to record the hours you work. It's free on the App Store and Google Play.

ENDING EMPLOYMENT

When your employment ends, your final pay should include **all outstanding entitlements**, such as wages and unused annual leave and long service leave.

You may be entitled to **notice of termination** or pay instead of notice. If you're dismissed for serious misconduct, you're not entitled to notice. If you resign you may have to give your employer notice. To check if notice is required and what should be in your final pay, visit:

www.fairwork.gov.au/ending-employment

If you think your **dismissal was unfair** or unlawful, you have **21 calendar days** to lodge a claim with the Fair Work Commission. Rules and exceptions apply. Find out more at:

www.fairwork.gov.au/termination

PROTECTIONS AT WORK

All employees have protections at work. You can't be treated differently or worse because you have or exercise a workplace right, for example, the right to request flexible working arrangements, take leave or make a complaint or enquiry about your employment.

You have the right to join a union or choose not to, and to take part in lawful industrial activity or choose not to.

You also have protections when temporarily absent from work due to illness or injury, from discrimination, bullying and harassment, coercion, misrepresentation, sham contracting, and undue influence or pressure. Find out more at:

www.fairwork.gov.au/protections

AGREEMENT MAKING

Enterprise agreements are negotiated between an employer, their employees, and any employee representatives (e.g. a union). This process is called 'bargaining' and has to follow set rules. The Fair Work Commission checks and approves agreements. For information about making, varying, or terminating an enterprise agreement visit:

www.fwc.gov.au/agreements

TRANSFER OF BUSINESS

If a transfer of business occurs, your employment with your old employer ends. If you're employed by the new employer within three months to do the same (or similar) job, some of your entitlements might carry over to the new employer. This may happen if, for example, the business is sold or work is outsourced. Find out more at:

www.fairwork.gov.au/transfer-of-business

RIGHT OF ENTRY

Union officials with an entry permit can enter the workplace to talk to workers that they're entitled to represent, or to investigate suspected safety issues or breaches of workplace laws.

They must comply with certain requirements, such as notifying the employer, and can inspect or copy certain documents. Strict privacy rules apply to the permit holder, their organisation and your employer. Find out more at:

www.fwc.gov.au/entry-permits

WHO CAN HELP?

FAIR WORK OMBUDSMAN

- Information and advice about pay and entitlements
- free calculators, templates and online courses
- help resolving workplace issues
- enforces workplace laws and seeks penalties for breaches of workplace laws.

www.fairwork.gov.au - 13 13 94

FAIR WORK COMMISSION

- hears claims of unfair dismissal, unlawful termination, bullying, discrimination or adverse action at work
- approves, varies and terminates enterprise agreements
- issues entry permits and resolves industrial disputes.

www.fwc.gov.au - 1300 799 675

If you work in the commercial building industry the Australian Building and Construction Commission can help.
www.abcc.gov.au - 1800 003 338

Last updated 29 March 2021

Master Services Agreement

AHI-FORM-0024 v2

This document is confidential and contains trade secrets of Advanced Human Imaging Limited. Unauthorised disclosure, duplication or use of any part of this document without the prior written consent of Advanced Human Imaging Limited is strictly prohibited.

Commercial Details

1. Our Details	Name and ABN	Advanced Human Imaging Limited ABN 85 602 111 115 (**we**, **us**, **our**)		
	Office Address	Unit 5, 71-73 South Perth Esplanade, South Perth WA 6151 Australia		
2. Client Details	Name and Business / Company Number	**ACTIVATE HEALTH OÜ,** Registration Code 16035006 (**you**, **your**)		
	Office Address	Valukoja 10, 11415, Tallinn, Estonia		
3. Your App	Software Product / App Details	Activate		
4. Contract Details	Master Services Agreement Number	AHI010022		
5. AHI SDKs	Product	Components		Included?
	Multi-Scan iOS & Android Software Development Kits (SDKs)	■ Body Circumference measurements ■ Face Scan measurements		Yes Yes
6. Data Processing	Applicable Data Processing Agreement	Inserted from Binding Terms Sheet executed on 19 January 2022: The Parties acknowledge that Activate Health is subject to European data protection legislation, in particular, subject to the GDPR (Regulation (EU) 2016/679 of the European Parliament and of the Council). The Parties agree to collaborate and work together to ensure that the integration of the AHI Platform would not lead to the transfer of personal data outside the European Union to Australia. Parties agree to collaborate and work together to ensure that after the integration of the AHI Platform to Activate Health's platform, no personal data of Activate Health's customers will be accessible to AHI. Data Processing Agreement – specific to Activate Health OÜ - BodyScan and FaceScan, a copy of which is annexed to this Master Services Agreement.		
7. Professional Services to be provided by us	Implementation Support Services (for integration of the Licensed SDKs into Your App)	During the 60 day period from the Commencement Date, the following Implementation Support Services will be made available to you for no additional charge after initial SDK hand over meeting: (a) up to a total of 16 hours of software developer time requested by you to support and assist your development team in undertaking Product Integration; (b) up to a total of 100 Support Requests in respect of Measurement Errors. We are not required to provide any other Implementation Services except as may be set out in an Implementation Plan.		
	Training Services	Yes	Up to 4 hours of internet/phone-based training on the SDKs	
	Software Development	No		
	Consulting Services	No	Days: [insert]	
	Support Services	Yes	Support Hours: 9:00 am – 5:00 pm AWST on Business Days	
8. Term	Commencement Date	This Agreement will commence on 24 August 2022		
	Initial Term	24 months commencing on the Commencement Date		
9. Key Contacts	Our Contact Details	Name:	Nadine Amesz or Kevin Baum	
		Telephone:	+ 61 492 021 931 / + 61 478 435 719	
		Email:	Nadine.amesz@advancedhumanimaging.com or Kevin.baum@advancedhumanimaging.com	
	Your Project Manager	Name:	Siim Saare	
		Telephone:	+3725022746	
		Email:	Siim.saare@activate.ee	

Acceptance

By signing below, you and us each agree to (1) the Commercial Details set out above together with the attached (2) Fee Schedule; (3) Terms and Conditions; (4) Service Level Agreement; and (5) the applicable Data Processing Agreement referred to above.

/s/ Dr. Katherine Iscoe	/s/ Siim Saare
Dr. Katherine Iscoe	Siim Saare
CEO, Advanced Human Imaging Ltd	Co-Founder and CEO, Activate Health OÜ
Date: 08/26/2022	Date: 08/24/2022

Fee Schedule

User Fees				
Fee Type	Description			
User Fees	User Fees are payable based on pricing indicators in **Schedule 2 – User Fees**. An **Active User** is one that accesses the AHI technology serving functionality in Your App at any time in the relevant month. The price per month, per user pricing is incrementally tier based, and requires you to pay the per month, per user price for the first tier, then the per month, per user price for the second tier and so on. Inserted from Binding Terms Sheet executed on 19 January 2022: (a) The Customer will use its best endeavours to grow the subscription base for the AHI Platform in the first 18 months to 25,000 active users across the current and new user base. (b) the Customer warrants and represents that its current user base is 100 active users.			
Services Fees[1]				
Service	Description	Price (Excl. GST)*		Payment Terms
Support Services	Incident Support as specified in the SLA.	As per the Level 2 & Level 3 Support Hourly Rates set out below for Ad Hoc Services, per staff member required, where the request type is Incident.		Payable to us on a monthly basis in arrears.
	Measurement Support as specified in the SLA.	$100 per Support Request where the request type is Measurement Support.		Payable to us on a monthly basis in arrears.
Consulting Services	Consulting services that we may agree to provide.	At the rates set out below under "Ad Hoc Services".		Payable to us on a monthly basis in arrears.
Training Services	Training in respect of the SDKs as specified in clause 17 of the enclosed Terms and Conditions.	Up to 4 hours of internet/phone-based training on the SDKs		Payable to us on a monthly basis in arrears.
Ad Hoc Services	Time spent providing any services to you for which there is no other rate specified in this Agreement.	Service Type	Hourly Rate	Payable to us on a monthly basis in arrears.
		Level 1 Technical Support Training	$150	
		First 20 Support Requests per month for Measurement Support	No additional charge	
		Additional Measurement Support+	$100 per request	
		Level 2 Support+	$200	
		Level 3 Support+	$250	
		Quality Assurance consultation	$190	
		Senior Architect consultation	$250	
		Design (UX/UI) consultation	$220	
		Other	[insert]	

* All amounts are in Australian Dollars unless specified otherwise.

\+ Only payable where a defect or error does not cause the Support Request in the Licensed SDK.

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1 For avoidance of doubt, all and any additional services, such as additional Support Services and Ad Hoc Services under this agreement shall be supplied by us and payable by you on the condition that you have accepted the prior Statement of Work or other fee estimate associated with such services in written form.

Terms and Conditions

1. Term

1.1. This Agreement will commence on the Commencement Date and will continue for the Initial Term (24 months), subject to earlier termination by either party in accordance with this Agreement, noted in Clause 24.3. Upon expiry of the Initial Term, this Agreement will automatically extend for subsequent consecutive periods each of equivalent length to the Initial Term (each, a **Renewal Term**) until and unless either party notifies the other party in writing of its intent not to renew the Agreement at least thirty (30) days prior to the expiry of the Initial Term or the then current Renewal Term (as applicable) (time being of the essence), in which case if such notice is provided the Agreement shall terminate at the end of the Initial Term or then current Renewal Term (as applicable).

2. Non-exclusive relationship

2.1. The relationship between you and us pursuant to this Agreement is non-exclusive. Nothing in this Agreement will prevent us from supplying any goods or services to any third party in our absolute discretion.

3. Priority

3.1. If any two of the following documents of this Agreement are inconsistent, they will be interpreted in the following order of precedence (highest to lowest):

(a) the terms and conditions in clauses 1 - 28 of these Terms and Conditions;
(b) the SLA;
(c) the Commercial Details;
(d) the Fee Schedule.

3.2. To the extent of any inconsistency between the provisions of the Data Processing Agreement and this Agreement, this Agreement will prevail, except where inconsistent with the Privacy Act, the GDPR or any other applicable data protection laws (collectively, "**Data Protection Laws"**) in which case the provisions of the relevant Data Protection Laws will prevail.

4. Change Control

4.1. If either you or we wish to change any part of this Agreement (**Requesting Party**), the Requesting Party shall deliver a written notice to the other party pursuant to clause 25 setting out the details of the requested change (**Change Request**).

4.2. If you issue a Change Request, we will, if we consider that we can accommodate the Change Request, provide you with a written proposal (**Change Proposal**) setting out:

(a) the likely time required to implement the changes;
(b) any variations to the Fees arising from the changes; and
(c) any consequential variation to the Agreement required by us.

4.3. No change to this Agreement shall be effective unless the change is implemented pursuant to this clause 4 or the change is otherwise agreed in writing by the parties.

5. Integration of the Licensed SDKs into Your App

5.1. You must carry out Product Integration as soon as reasonably practicable, but in any event no later than 20 days following the Commencement Date.

5.2. We have no obligation to provide Implementation Services except to the extent we agree to do so in a separately agreed upon Implementation Plan.

5.3. If there is an Implementation Plan:

(a) we will provide the Implementation Services specified in an Implementation Plan (if any) (**Implementation Services**) within any timeframes for performing the Implementation Services set out therein; and
(b) you will comply with your obligations under the Implementation Plan.

5.4. Except where otherwise agreed in writing by us, all Product Integration costs shall be borne by you.

5.5. You must provide all cooperation, access to Personnel and information reasonably required by us to perform Implementation Services.

5.6. AHI will conduct a quality assurance test prior to the target go-live date (timeframe is estimated between 3-5 days) to verify that the Licensed SDKs have been properly integrated into Your App.

5.7. If Product Integration has not been completed in accordance with clause 5.1 due to your non-compliance with the Implementation Plan, the Documentation, any incompatibility or defect in or with Your App, or due to any other factor (other than our non-performance of the Integration Services) then without limiting any other provisions of this Agreement, you must promptly (and in any event, within 30 days of written request by us) do everything required to complete Product Integration.

6. Licence

6.1. Subject to clause 6.3 and your compliance with this Agreement, we hereby grant you:

(a) a non-exclusive, non-assignable, non-sublicensable, non-transferable licence exercisable by and through your employees and Authorised Third Party Developers, to incorporate the Licensed SDKs into Your App for Product Integration in accordance with the Documentation and any applicable Implementation Plan; and
(b) a non-exclusive, non-assignable, non-sublicensable, non-transferable worldwide licence exercisable by and through your Users, to use the Licensed SDKs in the form integrated into Your App during Product Integration, subject to the Documentation

(collectively, the **Licence**).

6.2. You must not use the Licensed SDKs in any way other than pursuant to the Licence.

6.3. Any parts of the Licensed SDKs that are Open Source Software are subject to the applicable Open Source Licence. All applicable Open Source Licenses and the components of the Licensed SDKs that are governed by them are documented in the *AHI MultiScan SDK Open Source Licences List* which is a separate document available from us upon your request.

6.4. You must not commit, permit or otherwise authorise the commission of any act that would or might invalidate or be inconsistent with our Intellectual Property Rights.

6.5. Without limiting clause 6.4, you must not and must not permit any person, including any User or Third Party Developer, to:

(a) resell, on-sell, assign or transfer the Licensed SDKs or purport to do so;
(b) license, sublicense, or provide others with access to, the Licensed SDKs (however, you may license your End Users to use the Licensed SDKs on a non-exclusive, non-assignable, non-transferrable, non-sublicensable, revocable basis solely for them to use the Licensed SDKs from within Your App in the usual course of operating Your App as an end user);
(c) "frame", "mirror" or serve any of the Licensed SDKs on any web server or other computer server over the internet or any other network;
(d) copy, alter, modify, adapt, create derivative works from, reproduce, distribute, resell, transfer to a third party, reverse assemble, disassemble, reverse engineer, decompile, reverse compile or enhance the Licensed SDKs (except as may be expressly permitted by applicable copyright law);
(e) store, transmit or distribute, or permit the storage, transmission or distribution of, any virus or Your Data or other material using any Licensed SDKs that is unlawful, harmful, threatening, defamatory, infringing, offensive or in breach of any person's rights or Applicable Law;
(f) use any Licensed SDKs in any way which is in breach of any right of any person or any Applicable Law;
(g) use the Licensed SDKs or any part of them (or allow them to be used) (including any component of any graphical user interface or the look and feel of the Licensed SDKs) to develop, or contribute to the development of, any software or product competitive with the Licensed SDKs;
(h) alter, remove or tamper with any trade marks, patent or copyright notices, confidentiality legend or notice, any numbers or other means of identification used on or in relation to the Licensed SDKs;
(i) use the Licensed SDKs to violate all or any legal rights of any person or company or other entity in any jurisdiction; or
(j) introduce malicious programs into the AHI Platform (e.g., viruses, worms, Trojan horses, e-mail bombs).

6.6. You must:

(a) not permit a Third Party Developer to use the Licensed SDKs unless they are an Authorised Third Party Developer; and/or
(b) ensure that your Authorised Third Party Developers only use the Licensed SDKs to incorporate the Licensed SDKs into Your App for Product Integration in accordance with the Documentation and any applicable Implementation Plan.

6.7. You acknowledge that the integrity of the Licensed SDKs is protected by technical protection measures (**TPMs**) to prevent Intellectual Property Rights, including copyright, in the Licensed SDKs from being misappropriated. You must not attempt in any way to remove or circumvent any TPM in the Licensed SDKs.

7. Licensed SDK versions and support

7.1. During the Term, we may release updates of the Licensed SDKs (**Update**). We will not charge you any fee to provide you with any Updates.

7.2. AHI will provide Support Services in respect of the Licensed SDK during the Term until such time we deem an Update is required. In the event an Update is required, you will be notified and provided a 6-month grace period to accept the Update, and upon expiry of that period you will not be able to use any previous version.

7.3. The provisions of this Agreement that apply to the Licensed SDKs will apply equally to any Updates that we provide to you.

8. The AHI Platform

8.1. We will configure the AHI Platform within the 20 Business Day period after completion of Product Integration to enable Your App to make calls to the AHI Platform via the Licensed SDKs (**AHI Platform Configuration**).

8.2. Following Platform Configuration we undertake to use reasonable endeavours to arrange the hosting of the AHI Platform during the Term in accordance with the Availability Target set out in the SLA.

8.3. Any failure by us to meet the Availability Target shall not constitute a breach of this Agreement.

9. Risk Inference Reference Information

9.1. Any Risk Inference Reference Information that you may obtain from the AHI Platform is general in nature and does not constitute our advice or recommendations and may be obtained from third parties.

9.2. In respect of any Risk Inference Reference Information that you or an End User may obtain from the AHI Platform and/or via the use of the Licensed SDKs, we do not represent or warrant:

(a) the accuracy or correctness of such Risk Inference Reference Information; or
(b) the relevance or suitability of such Risk Inference Reference Information to you, Your App or any User.

9.3. You must independently verify that any Risk Inference Reference Information that you or an End User obtains from the AHI Platform and/or use of the Licensed SDKs is accurate, correct, relevant and suitable before it is relied upon by you, your Personnel, Your App or any User.

9.4. The information provided by the AHI Platform and the Licensed SDKs does not constitute medical advice and we do not provide health diagnoses of any kind.

9.5. We do not provide, nor do we represent that we provide, any medical advice or health diagnoses. Further, we do not represent or warrant that any use of the AHI Platform or the Licensed SDKs will result in the diagnosis, detection, treatment, cure or prevention of any medical disorder, illness or condition.

9.6. You:

(a) agree that you have assessed the AHI Platform and the Licensed SDKs as being suitable for your and your Users' requirements;
(b) agree that to the maximum extent permitted by Law, you use the AHI Platform and the Licensed SDKs at your sole risk; and
(c) hereby irrevocably release us from and against any claims that you might otherwise have against us in connection with any:
    (i) Risk Inference Reference Information; and
    (ii) other information,
    that you, your Personnel, Your App or any End User may receive directly or indirectly from the AHI Platform, the Licensed SDKs or Your App.

9.7. As between you and us, you are solely responsible for:

(a) any healthcare or medical advice, treatment plans, suggestions, exercises and regimes that you provide or recommend to any User;
(b) the accuracy, efficacy and results of any health information (including to the extent that any information from the AHI Platform and/or the SDKs constitutes health information) and advice, and for any clinical reports, health assessments, health care plans, treatment plans, clinical advice, suggestions, exercises, regimes, recommendations, services, clinical or remedial procedures, prescriptions and health services that you provide to any person (individually, a "**Healthcare Service**" and collectively, "**Healthcare Services**"), and for any claims arising in connection with any Healthcare Service that you supply or fail to supply.

9.8. You must indemnify us in respect of any loss and/or damage that we incur in respect of any claim in connection with any Healthcare Service that you provide or fail to provide to any person.

9.9. We do not provide, or represent that we provide, any Healthcare Service and we are not a party to any contract for the provision or receipt of any Healthcare Service. Further, we do not represent or warrant that the AHI Platform and/or the Licensed SDKs or any Users' use of any information generated or provided by them will result in the diagnosis, cure or prevention of any medical disorder or illness or that they are suitable for any End User's specific requirements.

10. Ownership and use of Your Data

10.1. As between you and us, you own all Intellectual Property Rights in Your Data.

10.2. You license us and our suppliers on a non-exclusive, non-transferable, royalty-free basis throughout the Term to use Your Data to provide the Services to you (**Data Licence**). The Data Licence is irrevocable and non-terminable during the Term.

10.3. We shall not be responsible for any loss, destruction, alteration or unauthorised disclosure of any Your Data, except in relation to liability that cannot lawfully be excluded or where caused by our wilful misconduct or intentional misuse of Your Data.

10.4. You warrant and represent that:

(a) Your Data and the collection, processing, storage and/or disclosure of it by us as part of the Services or as otherwise required by Applicable Law will not breach any Applicable Law or right of any person; and
(a) you will ensure at all applicable times that the use, hosting, transmission, modification, processing, collection, holding and disclosure of Your Data via the Licensed SDKs or the AHI Platform does not breach any Applicable Law or any person's rights, and that all relevant consents have been obtained by you as lawfully required for us and our personnel to collect, hold, disclose and otherwise process any Personal Data in the course of performing our obligations or exercising our rights under the Agreement or pursuant to Applicable Law.

10.5. As between you and us, you are solely responsible for the accuracy, legality and quality of all Your Data, for any claims arising in respect of Your Data and for obtaining any permissions, consents, licences, rights and authorisations necessary for us and our suppliers to use, host, modify, hold, transmit, process, store and disclose Your Data in connection with this Agreement.

10.6. If we receive a request from any person for the provision of Personal Data in any Your Data we will forward a copy of the request to you, unless Applicable Law prohibits us from doing so, and you must provide all assistance that we require to comply with our legal obligations in connection with any such request.

10.7. You must indemnify us in respect of any loss and damage that we incur in respect of any claim that any Your Data is lost, unavailable, deleted or corrupted or that the transmission, storage, hosting, disclosure, access or use of Your Data by us or our suppliers, or the processing thereof by us or them, for the proposes of this Agreement, infringes the Intellectual Property Rights or other rights of any person or breaches any Applicable Law, except to the extend caused by our breach of this Agreement.

11. Intellectual Property Rights

11.1. Nothing in this Agreement affects the ownership of any Intellectual Property Rights owned by either party prior to the Commencement Date.

11.2. As between you and us, we own all Intellectual Property Rights in the Licensed SDKs (other than Open Source Software), the AHI Platform and the Documentation, and any updates, upgrades, new versions, and other modifications of the Licensed SDKs, AHI Platform and Documentation. You must not represent that you own the Licensed SDKs, AHI Platform or Documentation or any updates, upgrades, new versions and other modifications of the Licensed SDKs, AHI Platform and/or the Documentation.

11.3. Except as expressly stated herein, this Agreement does not grant you or any third party any rights to or in patents, copyright, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other Intellectual Property Rights or other rights or licences in respect of the Licensed SDKs, AHI Platform or the Documentation.

11.4. You must not directly or indirectly do anything that would or might invalidate, jeopardise, limit, interfere with or put in dispute our or our licensors' ownership in or rights with respect to the Licensed SDKs, AHI Platform or Documentation.

11.5. You may not do or authorise the commission of any act that would or might invalidate or be inconsistent with our or our licensors' Intellectual Property Rights in the Licensed SDKs, the AHI Platform or any Documentation.

11.6. You hereby assign to us all and any Intellectual Property rights that you may have in all and any comments in connection with the Licensed SDKs, the AHI Platform or requests for any new Licensed SDK or AHI Platform features that you or your officers, employees or agents may suggest or create (each, an **Improvement Suggestion**). Each Improvement Suggestion becomes our sole and exclusive property. This assignment is effective as soon as you or your officers, employees, and agents create any Improvement Suggestion or disclose an Improvement Suggestion to us including where applicable under section 197 of the *Copyright Act 1968* (Cth) and in equity. You must execute and procure from your officers, employees and agents the execution of any documentation reasonably required by us to give effect to: (a) the assignment to us of all Intellectual Property Rights that they may have in any Improvement Suggestions; and (b) a waiver for us and any third parties authorised by us to exploit any Moral Rights that they may have in any Improvement Suggestions.

11.7. You must not:

(a) use any of our trade marks or other marks (collectively, **Marks**) without our prior written consent; or
(b) contest any Mark, apply for registration of any Mark or use or apply for registration of any trade mark, trade name, business name, company name or domain name that incorporates any element that is confusingly similar to any Mark.

11.8. Except as expressly provided in this Agreement, you have no rights in respect of any Marks or their associated goodwill. You hereby acknowledge that all such rights and goodwill inure for the benefit of, and are (and will remain) vested in, us.

11.9. We will indemnify you from and against any liability, loss, damage and reasonable costs arising out of any proceeding brought by any third party alleging that you are infringing that third party's Intellectual Property Rights by using the Licensed SDKs in accordance with the Licence (**IP Claim**), provided that:

(a) you notify us immediately upon receipt by you of notice of any IP Claim or upon you suspecting or having reasonable cause to suspect that such an IP Claim may be made;
(b) you do not make any admission or settlement of any IP Claim without our prior written consent;
(c) you give us sole control of the defence and any negotiations for compromise; and
(d) you provide such assistance in connection with the IP Claim, as we may require.

11.10. If the Licensed SDKs becomes the subject of any IP Claim, you must permit us if, and as we consider appropriate:

(a) to replace all or part of the Licensed SDKs with functionally equivalent software;
(b) to modify the Licensed SDKs as necessary to avoid such claim; and/or
(c) to procure a licence from the relevant complainant to allow you to continue using the Licensed SDKs for the balance of the Term.

11.11. If in the above circumstances we are unable to procure for you the right to continue using the Licensed SDKs, or to provide you with functionally equivalent non-infringing software, or to modify the Licensed SDKs, as necessary to avoid the IP Claim, this Agreement and the Licence may be terminated by us.

11.12. Notwithstanding any other provisions of this Agreement, we shall have no liability for or in connection with any IP Claim if such claim is caused by or arises out of:

(a) your use of the Licensed SDKs in combination with software or hardware not supplied or approved in writing by us if such infringement could have been avoided by not combining, operating or using the Licensed SDKs with such software and/or hardware;
(b) any modification of the Licensed SDKs created by any person other than us;
(c) code or content in Your App or the integration of the Licensed SDKs into Your App;
(d) Your Data or any other content or data used or transmitted by, you, your Personnel or any End User;
(e) use of the Licensed SDKs knowingly in breach of any person's rights; or
(f) your breach of any Open Source Licence or this Agreement.

11.13. As between you and us, you, and not us, shall be solely liable for any claims made by any third party in connection with any of the matters referred to in clause 11.12 (a) – (f) and you must indemnify us from and against any liability, loss, damage and reasonable costs arising out of any of those matters.

12. Confidentiality

12.1. Each party (the **first party**) agrees and acknowledges that it may receive information of the other party marked as confidential or has the quality of confidential information during the Term of this Agreement (**Confidential Information**).

12.2. The first party agrees and acknowledges that the Confidential Information of the other party will be received and held by the first party in strict confidence and will not be disclosed by the first party, except:

(a) as required to perform its obligations under this Agreement;
(b) with the prior written consent of the other party;
(c) as must be disclosed by Applicable Law;
(d) where disclosed to its Personnel on a confidential basis;
(e) as required by the rules of any stock exchange; or
(f) as required by a court of competent jurisdiction, and then, only to the extent required, and provided that the first party promptly notifies the other party of such requirement of disclosure and provides full particulars to the other party of the disclosure.

12.3. The first party must use reasonable endeavours to ensure that its Personnel keep the other party's Confidential Information that the first party provides to its Personnel confidential.

12.4. Confidential Information does not include any information:

(a) that is independently developed, obtained or known by the first party, without relying on confidential information received by the first party from the other party;
(b) that the first party can prove was already rightfully known by it at the time of disclosure to it as shown by contemporaneous records;
(c) which is or becomes available to the first party from a third party lawfully in possession of such information and who has the lawful power to disclose such information to the first party on a non-confidential basis; or
(d) that is in the public domain or becomes part of the public domain except where due to a breach of this Agreement or any breach of any obligation of confidence.

12.5. Our Confidential Information includes:

(a) this Agreement;
(b) all parts of the Licensed SDKs and the AHI Platform (including any designs, graphical user interface, the layout of any elements of the Licensed SDKs, the AHI Platform and the look and feel of the Licensed SDKs, the AHI Platform and any Custom Software);

(c) the Documentation;
(d) all Intellectual Property Rights and any proprietary and technical data, trade secrets, patented and unpatented inventions, discoveries, works, improvements, innovations, ideas, concepts, graphs, flow charts, materials, samples, devices, models, know how, techniques, operations, dealings, processes, procedures, secret formula, computer hardware and software programs and designs, drawings, technology, machinery or equipment used or proposed to be used or developed in connection with the Licensed SDKs;
(e) all advertising and marketing information and material provided by us to you; and
(f) the Object Code and Source Code in the Licensed SDKs and AHI Platform,

(collectively, **AHI Confidential Information**).

12.6. Your Confidential Information Includes:

(a) information about your Activate platform (including any designs, graphical user interface, the layout of any elements of Activate platform);
(b) information concerning your business goals, business model and customers;
(c) all information about your intellectual property and your proprietary and technical data, trade secrets, patented and unpatented inventions, discoveries, works, improvements, innovations, ideas, concepts, graphs, flow charts, materials, samples, devices, models, know how, techniques, operations, dealings, processes, procedures, secret formula, computer hardware and software programs and designs, drawings, technology, machinery or equipment used or proposed to be used or becoming known to AHI in connection with the performance of this Agreement.

12.7. The AHI Confidential Information is not your Confidential Information and you must not use, modify, reproduce, release, perform, display or disclose it except as is strictly necessary for you to use the Licensed SDKs in accordance with the Licence.

12.8. You agree that our business involves, among other activities, entering into transactions with third parties who license us to use their software or technology that we use to provide smartphone-based human scanning technology via the Licensed SDKs (**technology licensors**). You irrevocably agree and warrant that you will not, without our prior written consent, during the Term and for 3 years thereafter directly or indirectly, whether alone, with third parties or on behalf of another person or entity, in any capacity:

(a) contact, solicit, accept an approach from, initiate, submit a request for products and/or services to, communicate with and/or enter into any contracts with, our technology licensors;
(b) bypass us by entering into any licence or other contract with our technology licensors (whether or not introduced by us to you) for the purpose of gaining any benefit, whether such benefit is monetary or otherwise; and/or
(c) attempt and/or assist, conspire with, aid, prepare or assist any third party to do anything referred to in clauses 12.8(a) and/or 12.8(b).

12.9. You must indemnify us for any loss or damage we incur as a result of your breach of clause 12.8.

12.10. You acknowledge that clause 12.8 is reasonable and necessary to protect our interests and that a breach of clause 12.8 will expose us to substantial loss and damage and that damages may be inadequate to protect our interests. We shall be entitled to seek and obtain injunctive relief or any other remedy in respect of an actual or potential breach by you of clause 12.8. You shall in good faith immediately upon our request, provide access to any documents and information necessary for us to investigate whether a breach of clause 12.8 has occurred.

13. Fees and Payment Terms

13.1. You must pay the Fees to us in accordance with the Payment Terms.

13.2. The Fees are exclusive of GST and you agree to pay to us all applicable GST that we incur in connection with this Agreement. You must pay all applicable GST, at the same time as the Fees, in accordance with the Payment Terms.

13.3. If you fail to make any payment due to us for any undisputed amounts under this Agreement by the due date for payment, then, without limiting our remedies, you shall pay interest on the overdue amount at the rate of 10% per annum (or if such rate is not permitted under Applicable Law, the highest rate of interest that may be charged under Applicable Law). Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment and you shall pay the interest together with the overdue amount upon demand by us.

13.4. If we have not received payment of any Fees by the due date in accordance with the Payment Terms, then without prejudice to any of our other rights and remedies, we may, without liability to you, suspend the operation of the Licensed SDKs, the AHI Platform and/or all or any part of our obligations under the Agreement.

14. Fee Disputes

14.1. If you, acting reasonably, dispute an amount invoiced by us, you:

(a) must pay the undisputed amount of the invoice by the due date;
(b) must notify us of the dispute and the reasons for the dispute within 7 days of receipt of the invoice; and
(c) may withhold payment of the disputed part of the invoice until the dispute is resolved in accordance with clause 26 (Dispute Resolution).

14.2. On resolution of the dispute in our favor, you must pay any additional amounts agreed or determined to be payable, plus interest at the rate of 10% per annum (or if such rate is not permitted under Applicable Law, the highest rate of interest that may be charged under Applicable Law), accruing daily from the date when the invoiced amount was due for payment until the date on which payment is made.

14.3. You shall pay all legal and debt collection fees, costs and disbursements incurred by us in enforcing your payment obligations under this Agreement.

14.4. You must not withhold payment of any Fees except any Fees that are disputed under clause 14.1.

15. Professional Services

15.1. We have no obligation to provide any professional services under this Agreement except as set out in the Commercial Details.

16. Support Services

16.1. We will provide the Support Services in relation to the Licensed SDKs, subject to the provisions of the Service Level Agreement.

17. Training Services

17.1. We will provide you with the allocated number of hours of online-based training set out in the Commercial Details in the use of the Licensed SDKs.

17.2. The start date of the Training Services will be determined by you and us.

17.3. If Training Services are to be provided on your premises, you will be responsible for all reasonable costs and expenses of our Personnel and all trainees in connection with travel to and attendance at the training, including with respect to accommodation, meals and transport (**Expenses**). You must reimburse us for all Expenses that we incur within twenty-eight (28) days of the date of any invoice we issue to you for any Expenses.

18. Software Development Services

18.1. We have no obligation to provide any software development services under this Agreement unless you and we execute a Statement of Work specifying the software development services to be provided and the software to be developed (**Custom Software**).

18.2. You will pay the Fees set out in or referred to in the Statement of Work on a time and materials basis for all time spent carrying out our obligations under this clause 18. Works or services performed under a Statement of Work by us shall be payable by you on the condition that you have accepted the Statement of Work in advance in writing.

18.3. Except as otherwise agreed in a Statement of Work, we own all Intellectual Property Rights in all Custom Software. To the extent that we do not automatically own all such Intellectual Property Rights, you hereby assign all such Intellectual Property Rights to us. The assignment under this clause 18.3 includes an assignment of future copyright under section 197 of the *Copyright Act 1968* (Cth) and in equity.

18.4. Any Custom Software developed will be subject to the same provisions of the Agreement that apply to Licensed SDKs except as otherwise expressly specified to the contrary in the applicable Custom Development Statement of Work.

19. Third Party Developers

19.1. Under no circumstances may you permit any Third Party Developer to access, download, or use any of the Licensed SDKs or any other product (including Your App) that uses or incorporates any of the Licensed SDKs, unless they are your Third Party Developers who have each entered into a Third Party Developer Licence Agreement.

19.2. You must:

(a) cause each Third Party Developer to enter into a Third Party Developer Licence Agreement with us and provide us with the Third Party Developer Licence Agreement (in the form set out in Annexure A); and
(b) wait for us to approve the Third Party Developer Licence Agreement (in our absolute discretion) and where approved by us, execute the Third Party Developer Licence Agreement,

prior to permitting any Third Party Developer engaged by you to access, download or use any of the Licensed SDKs or Your App which uses or incorporates any of the Licensed SDKs.

19.3. Following our execution of a Third Party Developer Licence Agreement that has been executed by your Third Party Developer, we will provide the fully executed copy to you, and such Third Party Developer shall only from that time be deemed to be an Authorised Third Party Developer.

20. Force Majeure Event

20.1. Each party will not be liable to the other party for any breach of this Agreement to the extent that it is caused or contributed to by a Force Majeure Event.

21. Liability

21.1. Except to the extent that such liability cannot be excluded by Applicable Law, neither party is liable to the other party for any Consequential Loss whether arising in contract, tort (including negligence) or otherwise, and whether the loss or damage is foreseeable or not.

21.2. For any loss or damage that is not otherwise excluded by the provisions of this Agreement, our liability is capped, in the aggregate, to the value of the Fees paid by you under this Agreement, and which cap is reduced to the extent that you or any Force Majeure Event caused or were responsible for such loss or damage.

21.3. You hereby indemnify us in respect of all and any loss and damage incurred by us as a result of any breach by you of your obligations under this Agreement or as a result of Your App infringing the rights of any person or breaching any Applicable Law. You warrant and represent that Your App and all use thereof by us for the purposes of this Agreement, will not infringe the rights of any person or breach any Applicable Law.

21.4. Notwithstanding any other provisions of this Agreement, a party's liability is not limited under the Agreement with respect to:

(a) liability under any indemnity specified in the Agreement;
(b) liability that cannot be limited by law; or
(c) liability for the party's wilful misconduct or intentional breach of the Agreement.

22. Warranties and implied guarantees

22.1. Each party warrants that:

(a) it has full capacity, authority and all necessary consents to enter into and to perform this Agreement and to grant the rights referred to in the Agreement and that the Agreement is executed by its duly authorised representative and represents a binding commitment on it; and
(b) it shall comply with all Applicable Laws in the performance of its obligations under this agreement.

22.2. You warrant that your entering into and/or performance of your obligations under this Agreement does not and will not violate or conflict with or result in a breach of, or constitute a default under, or result in the imposition of, any encumbrance under the provisions of your constitution or any contract or other instrument. If any such conflict, breach or default occurs or is likely to occur:

(a) you must immediately disclose full particulars of the actual and/or likely conflict, breach or default and you must indemnify us for any loss or damage that we may incur as a result thereof; and
(b) we may terminate this Agreement by notice to you.

22.3. You warrant that you have made full disclosure to us of all information which would be material to our decision as to whether or not to enter into this Agreement and that the information given by or on your behalf to us to date is true, complete and accurate in all respects and none of that information is misleading whether by inclusion of misleading information or omission of material information or both.

22.4. The goods and services supplied under this Agreement may come with implied non-excludable guarantees which are regulated by the Australian Consumer Law. The extent of the implied guarantees depends on whether you are a 'consumer' of goods or services within the meaning of that term pursuant to the Australian Consumer Law as amended.

22.5. If the goods or services supplied by us to you are supplied to you as a 'consumer' of goods or services within the meaning of that term in the Australian Consumer Law as amended you will have the benefit of certain non-excludable rights and remedies in respect of the goods or services and nothing in the Agreement excludes or restricts or modifies any condition, warranty, guarantee, right or remedy which pursuant to the *Competition and Consumer Act 2010* (Cth) is so conferred. However, if the goods or services are subject to a non-excludable condition, warranty, guarantee, right or remedy implied by the Australian Consumer Law and the goods or services are not ordinarily acquired for personal, domestic or household use or consumption, then pursuant to section 64A of the Australian Consumer Law, we limit our liability for breach of any such non-excludable warranty, guarantee, right or remedy implied by the Australian Consumer Law (other than a guarantee implied by sections 51, 52 or 53 of the Australian Consumer Law) or expressly given by us to you, in respect of each of the goods and services, at our option, to one or more of the following:

(a) if the breach relates to goods:

(i) the replacement of the goods or the supply of equivalent goods;
(ii) the repair of such goods;
(iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
(iv) the payment of the cost of having the goods repaired; and

(b) if the breach relates to services:

(i) the supplying of the services again; or
(ii) the payment of the cost of having the services supplied again.

22.6. Other than with respect to any non-excludable guarantees implied into this Agreement under the Australian Consumer Law, to the maximum extent permitted by law (and if permitted by law):

(a) all conditions, warranties and guarantees implied in the Agreement are excluded, to the extent possible by law;
(b) we do not represent that the information obtained via the Licensed SDKs or the AHI Platform is accurate, correct, up-to-date or error free;
(c) we do not warrant that any Licensed SDKs or the AHI Platform are error-free or will operate accurately, correctly or without interruption or will achieve your intended results; and
(d) you accept sole responsibility for the selection of the Licensed SDKs and AHI Platform to achieve your intended results and for any results that you, your Personnel or Users obtain therefrom.

23. Insurance

23.1. Each party will during the Term obtain and maintain the following insurances:

(a) cyber liability and privacy protection insurance in the amount of two million dollars ($2,000,000); and
(b) any other insurance that the party must obtain under Applicable Law.

23.2. For each insurance policy taken out by a party in accordance with this Agreement it will provide the other party (upon request only) with a certificate of currency which identifies the insurer, policy number, term of the policy, type of insurance and limits of liability for the cover.

24. Suspension and Termination

24.1. We may temporarily and/or permanently suspend and/or disable the performance of the whole or any part of any Licensed SDKs, the AHI Platform or Services and/or your Personnel's and Users' access to and use of any Licensed SDKs, the AHI Platform or Services by way of TPM or otherwise if we know or reasonably suspect that:

(a) you are in material breach of the Agreement or have not remedied any breach of the Agreement within a reasonable cure period specified by us;
(b) any of your Personnel have not used or are not using the Licensed SDKs in compliance with the Licence;
(c) any Authorised Third Party Developer is in material breach of the applicable Third Party Developer Licence Agreement or has not remedied any breach thereof within a reasonable cure period specified by us; or
(d) we determine that you or any of your Personnel's use of the Licensed SDKs is likely to lead to any third party instituting or threatening legal proceedings against us or any other person.

24.2. A party (the **first party**) may terminate this Agreement by written notice to the other party (the **Defaulting Party**) if the Defaulting Party is in material breach of this Agreement which is not remediable, or if capable of remedy and the Defaulting Party fails to remedy the material breach within seven (7) days of written notice from the first party requiring the remedying of the breach.

24.3. Either party may terminate this Agreement at any time without cause, by providing at least 90 days written notice to the other party:

(a) If you wish to terminate this Agreement, within the first 18 months from the Commencement Date without cause, you will be required to provide 90 days written notice to terminate, which the notice period will be defaulted to the full license fee of EUR€3,500 per month for the notice period. All previous monthly license fee amounts from the Commencement Date (outlined in **Schedule 2 – User Fees**), leading up to the written termination notice must be paid, as well as the 3 months notice period at EUR€3,500 per month.
(b) If we wish to terminate the Agreement within the first 18 months from the Commencement Date without cause, we will provide you at least 90 days written notice to terminate, and all requirements to pay the license fee will be waived from the date of the termination notice.

24.4. We may terminate this Agreement, the License or our provision of any Services, if:

(a) you undergo a Change of Control without our prior written consent;
(b) you breach, challenge or dispute the validity of any of our Intellectual Property Rights;
(c) you purport to assign any of your rights or novate any of your obligations under this Agreement without our prior written consent;
(d) you breach any Applicable Law or any person's rights; or
(e) a third party provider ceases to provide hardware, software, products, licences or services that we require to comply with our obligations under this Agreement.

24.5. If this Agreement is terminated or expires for any reason:

(a) any rights or obligations that, by their nature, survive termination shall so survive;
(b) you shall promptly return to us all copies of any of our Confidential Information and Documentation in your possession or control, or if required by us, destroy all such copies of our Confidential Information and Documentation;
(c) in the absence of any direction from you within 30 days following termination or expiry of this Agreement, we shall delete all Your Data that remains in our possession or control;
(d) we do not have any obligation to provide you with any refund, except to the extent that we must do so pursuant to Applicable Law;
(e) your right to use and access the Licensed SDKs, the AHI Platform and any Documentation immediately ceases; and
(f) the Licence will immediately terminate.

24.6. If this Agreement is terminated prior to the expiry of the Initial Term or any then current Renewal Term (other than due to our breach of the Agreement), then without prejudice to any of our other rights, you must pay any amounts (collectively, the **Outstanding Amount**) payable as outlined in clause 24.3. If an Outstanding Amount is payable, we will send you a tax invoice in respect of the Outstanding Amount and you will pay this invoice within twenty eight (28) days. Payment under this clause 24.3 is not intended to be, and will not be punitive and is intended to compensate us for reasonable losses that we will suffer resulting from the early termination of the Agreement.

25. Notices

25.1. All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed delivered if: (a) delivered in person; (b) sent by post to the postal addresses of the recipient identified in the Commercial Details; or (c) sent by email to the recipient's email addresses identified in the Commercial Details. If notice is delivered in person, notice shall be effectively given upon delivery. If notice is sent by post within Australia, notice shall be effectively given the next Business Day after posting if sent by express post, or 6 Business Days after posting if sent by ordinary post. If notice is sent by post internationally, notice shall be effectively given upon the sender receiving confirmation of delivery from the applicable postal service. If notice is sent by email, notice shall be deemed to have been effectively given on the day it is transmitted if the sender receives a read or delivery receipt confirming delivery or receipt of the email or a reply to the email. Any party may change its address for notice hereunder by giving written notice to the other party in accordance with this clause 25.1.

25.2. Text messages, instant messages, messages sent through social media websites, and similar messages are not considered "written" or "in writing" for the purposes of this Agreement.

26. Dispute Resolution

26.1. If a dispute arises between the parties out of or relating to this Agreement (**Dispute**), each party must seek to resolve it strictly in accordance with the provisions of this clause 26. Compliance with the provisions of this clause is a condition precedent to seeking relief in any court in respect of the Dispute, except as otherwise provided in this clause.
26.2. A party seeking to resolve a Dispute must notify the existence and nature of the Dispute to the other party (**Notification**). Upon receipt of a Notification, each party must refer resolution of the Dispute to their chief executives or lawyers.
26.3. If the Dispute has not been resolved within one (1) calendar month of the Notification, then each party will be entitled to pursue such course of action as it determines.
26.4. Nothing in this clause 26 shall limit either party's right to seek urgent interlocutory relief from any court of competent jurisdiction at any time.

27. General

27.1. Assignment: You shall not assign, transfer, license or novate your rights or obligations under this Agreement without our prior written consent. Any such assignment, transfer, license or novation without our prior written consent is void.

27.2. Waiver: No exercise or failure to exercise or delay in exercising any right or remedy by a party shall constitute a waiver by that party of that or any other right or remedy available to it.

27.3. Invalidity: If any provision of this Agreement or its application to any party or circumstance is or becomes invalid or unenforceable to any extent, the remainder of the Agreement and its application shall not be affected and shall remain enforceable to the greatest extent permitted by law.

27.4. Relationship: Nothing contained in this Agreement creates any partnership, employment, joint venture or agency between the parties.

27.5. Entire Agreement: This Agreement is entered into as an agreement. It constitutes the entire agreement of the parties about its subject matter and supersedes all other proposals, prior agreements, oral or written, arrangements, agreements and all other communications between the parties about its subject matter.

27.6. Amendments: This Agreement may be amended only by a written document signed by all parties and a provision of or a right under this Agreement may not be waived or varied except in writing signed by the party to be bound.

27.7. Jurisdiction: This Agreement is governed by the laws in force in Western Australia. Each party irrevocably submits to the jurisdiction of the courts located in New South Wales and/or Western Australia, and the courts of appeal from them in relation to any dispute concerning the Agreement.

27.8. Counterparts: This Agreement may be executed (including via DocuSign or similar) in counterparts provided that no binding agreement shall be reached until the executed counterparts are exchanged. A counterpart of a document exchanged by email shall constitute evidence of the execution of the original.

28. Definitions and interpretation

28.1. In this Agreement, terms in bold font in brackets have the meanings given thereto as set out in the applicable clauses in which they are defined. Any word starting with a capital letter that is not otherwise defined in this document, shall have the meaning given to it in the SLA. In addition, in these Terms and Conditions the following words have the following meanings:

Agreement means: (1) the Commercial Details; (2) the Fee Schedule; (3) these Terms and Conditions; (4) the Service Level Agreement; and (5) the applicable Data Processing Agreement specified in the Commercial Details.

Applicable Law means any applicable act, law, legislation, rule of the general law, including common law and equity, judicial order or consent or requisition from, by or with any governmental agency, including any Data Protection Law in any applicable jurisdiction.

Australian Consumer Law means schedule 2 to the *Competition and Consumer Act 2010* (Cth).

Authorised Third Party Developer means a person who is deemed to be such pursuant to clause 19.3.

Business Day means any day from Monday to Friday in Western Australia, excluding public and bank holidays in Western Australia. **Business Hours** means 9:00 am – 5:00 pm on Business Days.

Change of Control means a change in the beneficial ownership of more than 25% of: (a) the issued share capital of a company; or (b) the legal power to direct or cause the direction of the general management of the company.

Commencement Date means the commencement date specified in the Commercial Details.

Commercial Details means the table of this document under that heading.

Consequential Loss means any Loss that is:

(a) indirect or consequential to another loss;
(b) loss or damage being or caused by a loss of revenue, loss of profits, loss of savings or anticipated savings or business, loss of data, loss of opportunity, loss of goodwill or expectation loss;
(c) a special, punitive or exemplary loss or damage (including, without limitation, any penalty or fine imposed); or
(d) a pure economic loss.

Custom Software has the meaning given to it in clause 18.1.

Data Processing Agreement means the applicable data processing agreement(s) specified in the Commercial Details.

Documentation means any information, materials or documents (whether in electronic form or not) referring to or describing the Licensed SDKs, the AHI Platform and/or Services that we provide to you, including any written specifications, user guides, manuals and explanatory materials.

Fees means the fees, rates and charges that are payable by you to us under this Agreement, as set out in the Fee Schedule or otherwise agreed in writing between you and us.

Force Majeure Event means any act, event, omission, accident or circumstance beyond our reasonable control.

GDPR means the EU General Data Protection Regulation.

GST has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended or replaced from time to time.

Implementation Plan means a written plan agreed in writing between you and us for the integration of the Licensed SDKs with Your App.

Initial Term means the initial term as set out in the Commercial Details.

Insolvency Event means, in respect of a party: (a) the party ceases to carry on business, is unable to pay its debts as and when they fall due, or is deemed to be insolvent or bankrupt; (b) a receiver or a liquidator or provisional liquidator or an administrator is appointed to the party, or an application (including voluntary application filed by that party) is lodged or an order is made or a resolution is passed for the winding up (whether voluntary or compulsory) of that party; (c) where the party is a partnership, the partnership is dissolved or an application is made for its dissolution; (d) the party suspends payment of its debts to the other party, or the party takes the benefit of any law for the relief of insolvent debtors; or (e) anything analogous or having a substantially similar effect to any of the events described in (a) through (d) above occurs under the law of any applicable jurisdiction.

Intellectual Property Rights means all current and future intellectual property rights, including all copyright, patents, trade marks, design rights, trade secrets, domain names, and other rights of a similar nature and all other rights to intellectual property as defined under Article 2 of the Convention Establishing the World Intellectual Property Organization, whether registrable or not and whether registered or not, and any applications for registration or rights to make such an application, anywhere in the World.

Licensed SDKs means the software development kits specified in the Commercial Details, including any new versions, updates, patches, and upgrades. Such SDKs may include: (a) libraries (including any binary libraries); (b) documentation; (c) software; (d) sample code; and (e) other materials supplied by us to you in connection with any such libraries, Documentation and sample code.

Level 1 Technical Support means first level support services including:

(a) providing a suitable mechanism for your Users to be able to report a fault to you in Your App for diagnosis (i.e support hotline, support emails etc); and
(b) basic investigation of faults reported by your Users.

Loss means any direct or indirect loss, cost, expense, penalties, fines, liability or damage including legal costs on a solicitor/client basis and any claim, demand or proceedings brought, or judgment or order obtained, by a third party.

Measurement Error has the meaning given to it in the SLA.

Moral Rights has the meaning given in the *Copyright Act 1968* (Cth).

Object Code means computer code in a form that a computer can execute, when compiled or converted from its Source Code version.

Open Source Licence means the applicable licence that governs Open Source Software.

Open Source Software means any software licensed under any form of open source licence meeting the Open Source Initiative's Open Source Definition (http://www.opensource.org/docs/definition.php).

Parties or **parties** means you and us and Party or party means either you or us as the context dictates.

Payment Terms means any payment terms and conditions set out in the Fee Schedule.

Personal Data has the meaning given in the Data Processing Agreement.

Personnel means officers, agents, employees and subcontractors (excluding any Third Party Developer and Authorised Third Party Developer). We are not your Personnel and you are not our Personnel for the purposes of this definition.

Privacy Act means the *Privacy Act 1988* (Cth).

Product Integration means the process of integrating the Licensed SDKs into Your App(s).

Risk Inference Reference Information means health risk information derived from applying a specific risk study to a set of scan results produced by the Licensed SDKs.

Scheduled Outage means any downtime of the AHI Platform scheduled by us or any of our suppliers in advance with respect to the hosting of the AHI Platform.

Service Level Agreement or **SLA** means the document entitled "Service Level Agreement (SLA)" attached to this MSA.

Services means the Implementation Services, Support Services (as that term is defined in the SLA), the Training Services, the processing of Your Data by the AHI Platform and any other services that we agree to supply pursuant to this Agreement.

Source Code means computer code in human-readable form, that when compiled becomes Object Code.

Statement of Work or **SOW** means a document entitled "Statement of Work" executed by you and us.

Support Request has the meaning given to it in the SLA.

Support Services has the meaning given to it in the SLA.

Term means the Initial Term and any applicable Renewal Terms.

Terms and Conditions means clauses 1 - 28 of this document.

Third Party Developer means a third party software developer engaged or to be engaged by you to provide software development services to you.

Third Party Developer Licence Agreement mean the agreement set out at Annexure A to this Agreement.

User means an end user authorised by you to use Your App.

Your App has the meaning given to it in the Commercial Details.

Your Data means all data entered into the AHI Platform via Your App.

28.2. In this Agreement, the following rules of construction applies, unless the context otherwise requires:

(a) headings and underlinings are for convenience only and do not affect the construction of the Agreement;
(b) a provision of the Agreement will not be interpreted against a party because the party prepared or was responsible for the preparation of the provision, or because the party's legal representative prepared the provision;
(c) currency or "$" refers to Australian Dollars;
(d) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
(e) a reference to a clause, subclause or paragraph is a reference to a clause, subclause or paragraph of the Agreement;
(f) a reference to a subclause or paragraph is a reference to the subclause or paragraph in the clause in which the reference is made;
(g) a reference to time is to time in New South Wales;
(h) a reference to a person includes a reference to an individual, a partnership, a company, a joint venture, government body, government department, and any other legal entity;
(i) words in the singular shall include the plural and in the plural, shall include the singular;
(j) a provision of the Agreement shall not be construed against a party merely because the party or its solicitors prepared the provision;
(k) the phrases "specified in the Commercial Details" and similar, means specified as being applicable or in the affirmative in the Commercial Details;
(l) the Agreement shall not bind you or us until and unless the "Acceptance" section of the Commercial Details has been executed by both you and us; and

the words 'such as', 'including', 'includes' and similar expressions are not used as, nor are intended to be, interpreted as words of limitation and shall be interpreted as if the words "but not limited to" immediately followed them in each case.

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Service Level Agreement (SLA)

1. Definitions and Interpretation

1.1. This Service Level Agreement (**SLA**) forms part of the Agreement. In this SLA, definitions and any rules of construction in the attached Terms and Conditions, are hereby incorporated into this SLA by reference.

2. Availability Target

2.1. We will use our best endeavours to make the AHI Platform Available, as measured over each calendar month during the Term (each such calendar month, a **Service Period**), at least 99% of the time, excluding only the time it is not Available solely as a result of your breach of the Agreement, Your App, a Scheduled Outage, an outage of any infrastructure or hosting service supplied by Amazon Web Services or a Force Majeure Event. '**Available**' means the AHI Platform is available and operable for access by Your App via the Licensed SDKs.

3. Provision of Support Services

3.1. Where Support Services are specified in the Commercial Details, we shall use our best endeavours to respond to any request for:

(a) technical support with respect to any reproducible malfunction in the Licensed SDKs or the AHI Platform that you report to us that prevents the Licensed SDKs from performing materially in accordance with the Documentation (**Software Error**); and
(b) technical support with respect to an anthropometric measurement capture or result, or transdermal optical imaging capture or result (**Measurement Error**),

in accordance with the applicable response times specified in clause 6.2 of this SLA (collectively, the **Support Services**).

4. Support Services Conditions

4.1. You must:

(a) provide us with prompt access to your technical environment, including any software, systems, equipment, and networks via remote access, as reasonably required by us to provide the Support Services; and
(b) provide us with access to all of your necessary Personnel and/or documentation as reasonably required by us to provide the Support Services.

5. Technical Support

5.1. The Support Services are limited to the provision of telephone and email support during Business Hours to your designated Personnel approved by us (**Support Staff**) to answer questions from your Support Staff.

5.2. The Support Services will be provided through our technical support hotline (via telephone or email) which operates during Business Hours. A support phone number and a support email address will be provided to you by us through which your Support Staff can request the Support Services referred to in clause 5.1.

5.3. If you require Support Services during the Term, you must notify us that you require technical support (**Support Request**) in accordance with the following procedure:

(a) you must issue a Support Request to us in accordance with clause 5.2;
(b) when issuing a Support Request, you must ensure that you provide to us:

(i) the impacted User's unique identification number as designated by us;
(ii) the make, model and operating system of the impacted User's mobile device (where applicable);
(iii) a detailed description of the Software Error or Measurement Error;
(iv) details of the version number of the Licensed SDK/s that the Personnel or User is experiencing the Software Error or Measurement Error with;
(v) evidence of the Software Error or Measurement Error; and
(vi) any other information reasonably required by us.

5.4. We shall have no obligation to provide any Support Services with respect to the Licensed SDKs or the AHI Platform to any of your Authorised Third Party Developers, Personnel or Users, other than your Support Staff.

5.5. You must provide Level 1 Technical Support to Users.

5.6. We may temporarily suspend the operation of the Licensed SDKs and/or the AHI Platform or your access to them as reasonably required by us to perform the Support Services.

6. Support Service Prioritisation

6.1. We will prioritise support services requested by you under this SLA in accordance with the following severity code classification (as determined by us in our absolute discretion):

- Major (Severity 1) – A Software Error or Measurement Error which either (a) impacts an essential part of Your App; or (b) materially impacts your business operations.

- Normal (Severity 2) – An Error or Measurement Error which either (a) impacts a non-essential part of Your App; or (b) does not materially impact your business operations.

6.2. We will use reasonable endeavors to acknowledge the receipt of any relevant request for Support Services pursuant to this SLA within the following timeframes:

Severity Level	Target Response Time	Target Resolution Time
Severity Level 1	1 Business Hour	1 Business Day
Severity Level 2	4 Business Hours	5 Business Days

The Target Response Time is measured from the time we receive a Support Request. If a support request is sent outside Business Hours it shall be deemed to be received by us at 9.00 am on the next Business Day. The Target Resolution Time is measured from the time we acknowledge receipt of your Support Request.

6.3. We will use reasonable endeavors to resolve the Software Error or Measurement Error (including by providing a workaround) the subject of any Support Request, within the Target Resolution Time.

6.4. Support Levels are defined as:

Level	Provided By	Description
Level 1	You	Your Support Staff provides end user, first line support in accordance with Support Documentation
Level 2	AHI	Our Support Staff to provide support to your Designated Support Staff if a Support Request is unable to be resolved
Level 3	AHI	Our technical support staff to provide support to Level 2 Support Staff.

7. Exclusions

7.1. We shall have no obligation to provide any Support Services or other technical support with respect to the Licensed SDKs or the AHI Platform other than as expressly required pursuant to this SLA. In addition, and without limiting the foregoing provisions, we shall have no obligation to provide Support Services:

(a) for Software Errors or Measurement Errors occurring during a planned or scheduled outage by us or our hosting providers;
(b) with respect to any Software Error or Measurement Error resulting from your and/or your Third Party Developer's, Personnel's or Users' action or inaction;
(c) for errors caused by or in connection with a Force Majeure Event;
(d) any Software Errors or Measurement Errors caused by use of the Licensed SDKs in conjunction with any third-party software;
(e) for Software Errors or Measurement Errors resulting from third party software bugs and defects;
(f) with respect to Software Errors or Measurement Errors caused by or relating to your technical environment;
(g) with respect to any Error or Measurement Error caused by your and/or your Authorised Third Party Developer's Personnel's or Users' breach of the Agreement; or
(h) if you have failed to pay any outstanding Fees to us as and when due and payable.

Annexure A - Third Party Developer Licence Agreement

Third Party Developer Licence Agreement

This Third Party Developer Licence Agreement ("**Agreement**") is made and entered into on [insert date] by and between Advanced Human Imaging Limited ABN 85 602 111 115 of Unit 5, 71 - 73 South Perth Esplanade, South Perth WA 6151 ("**Licensor**") and [insert Third Party Developer name, ABN and address of licensee] ("**Licensee**", "**you**", "**your**").

1. Definitions and interpretation

1.1 In this Agreement:

'**AHI Software Development Kit**' means one or more software development tools supplied by the Licensor and described by the Licensor as a "software development kit" or "SDK" or that can be used to create applications incorporating smartphone-based human scanning technology. Such software development tools may include:

(a) libraries (including any binary libraries); (b) documentation; (c) software; (d) sample code; and (e) other materials supplied by the Licensor to the Licensee in connection with any such libraries, documentation and sample code.

'**Commencement Date**' means the date on which a copy of the Licensed SDKs are delivered to you or made available to you by the Licensor or the Partner.

'**Confidential Information**' means all information provided by the Licensor to the Licensee in connection with this Agreement where such information is identified by the Licensor as confidential at the time of its disclosure or has the quality of confidential information, but excluding information which is:

(a) on receipt by the Licensee, in the public domain or which subsequently enters the public domain without any breach of this Agreement; or
(b) on receipt by the Licensee, already known by or in the possession of the Licensee and which knowledge or possession can be proven by written contemporaneous records.

Notwithstanding any other provisions of this Agreement, the Licensor's Confidential Information includes the source code in the Licensed SDKs.

'**Documentation**' means any information, materials or documents (whether in electronic form or not) referring to or describing the Licensed SDKs that is provided to you, including any written specifications, user guides, manuals and explanatory materials.

'**Force Majeure Event**' means a circumstance beyond the Licensor's reasonable control, which results in the Licensor being unable to observe or perform on time an obligation under this Agreement.

'Implementation Audit' means once the SDK product integration is complete, the Third Party Developer agrees to allow AHI access to a pre-release version of the Third Party Developer Product/s integrated with AHI Licensed SDKs, for the purpose of conducting an Implementation Audit, as documented in Schedule 1 – SDK Implementation Audit Checklist.

'**Intellectual Property Rights**' means all intellectual property rights, including all copyright, patents, trademarks, design rights, trade secrets, domain names and other rights of a similar nature, whether registrable or not and whether registered or not, and any applications for registration or rights to make such an application, anywhere in the World.

'**Licence**' has the meaning given to it in clause 2.2.

'**Licence Period**' means the period commencing on the Commencement Date and concluding upon the conclusion of your engagement with Partner.

'**Licensed SDKs**' means the AHI Software Development Kit, including any new versions, updates, and upgrades.

'**Open Source Licence**' means the applicable licence that governs Open Source Software.

'**Open Source Software**' means any software licensed under any form of open source licence meeting the Open Source Initiative's Open Source Definition (http://www.opensource.org/docs/definition.php).

'**Partner**' means the third party who engages you, or has engaged you, to integrate the Licensed SDKs into its application.

1.2 In this Agreement:

(a) a reference to a person includes a corporation or any other legal entity;
(b) a reference to "a party" is to you or the Licensor as the context dictates and a reference to "parties" is to both you and the Licensor;
(c) a reference to currency is to Australian dollars unless specified otherwise;
(d) the term "includes" (or any similar term) means "includes without limitation"; and
(e) a clause of this Agreement will not be interpreted against a party merely because the party prepared or was responsible for its preparation.

2. Third Party Developer

2.1. You have represented to us that the Partner has engaged you to provide software development services that may require or enable you to access, download, and/or use the Licensed SDKs for that engagement (the "**Purpose**").

2.2. Subject to clause 3, the Licensor grants you, for the Licence Period, a non-exclusive, non-transferable, non-assignable, non-sublicensable licence for you to use Licensed SDKs solely for the Purpose ("**Licence**").

2.3. Upon conclusion of the Licence Period, the Licence shall immediately and automatically terminate and you must destroy all and any copies of the Licensed SDKs in your possession or control.

2.4. You may not use the Licensed SDKs beyond the Licence Period without the Licensor's prior written consent.

3. Restrictions on use

3.1. You may not make any use of the Licensed SDKs except as permitted by the Licence. You may not do or authorise the commission of any act that would or might invalidate or be inconsistent with the Licensor's Intellectual Property Rights in the Licensed SDKs. Without limiting the foregoing provisions, you must not (before, during or after the Licence Period):

(a) license, sublicense, resell, assign, transfer, distribute, or provide others with access to, the Licensed SDKs;
(b) "frame", "mirror" or serve any of the Licensed SDKs on any web server or other computer server over the Internet or any other network;
(c) use the Licensed SDKs to develop a competing product;
(d) provide the Licensed SDKs to any subcontractor or contractor without the Licensor's prior written consent;
(e) copy, alter, modify, create derivative works from, reproduce, transfer to a third party, reverse assemble, reverse engineer, reverse compile or enhance the Licensed SDKs (except as expressly permitted by applicable copyright law); or
(f) use the Licensed SDKs in breach of any statute, regulation, law or legal right of any person.

3.2. You must provide the Licensor with access to your business records, equipment (including computer equipment) and premises as reasonably required by the Licensor to inspect the performance of your obligations under this Agreement.

3.3. Certain parts of the Licensed SDKs comprise of Open Source Software. The applicable Open Source Licences govern your use of those parts of the Licensed SDKs. Those applicable Open Source Licences and the components of the Licensed SDKs governed by those Open Source Licences are documented in the *AHI MultiScan SDK Open Source Licences List* which is a separate document that you may request from the Licensor.

4. Intellectual Property Rights

4.1. Nothing in this Agreement constitutes a transfer of any Intellectual Property Rights.

4.2. The Licensor owns all Intellectual Property Rights in the Licensed SDKs and any modifications, including any updates, upgrades and enhancements in the Licensed SDKs.

4.3. As between you and the Licensor, the Licensor owns all Intellectual Property Rights in the Licensed SDKs and the Documentation. You must not represent that you own the Licensed SDKs, the Documentation or any modifications of the Licensed SDKs and/or the Documentation.

4.4. Except as expressly stated herein, this Agreement does not grant you or any third party any rights to or in patents, copyright, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other Intellectual Property Rights or other rights or licences in respect of the Licensed SDKs or the Documentation.

4.5. You must not directly or indirectly do anything that would or might invalidate, jeopardise, limit, interfere with or put in dispute our or our licensors' ownership in or rights with respect to the Licensed SDKs or Documentation.

4.6. You may not do or authorise the commission of any act that would or might invalidate or be inconsistent with our or our licensors' Intellectual Property Rights in the Licensed SDKs or any Documentation.

4.7. You hereby assign to us all and any Intellectual Property rights that you may have in all and any comments in connection with the Licensed SDKs, the Documentation or requests for any new Licensed SDK features that you or your Personnel may suggest or create (each, an **Improvement Suggestion**). Each Improvement Suggestion becomes our sole and exclusive property. This assignment is effective as soon as you or your officers, employees and agents create any Improvement Suggestion or provides an Improvement Suggestion to us including where applicable under section 197 of the *Copyright Act 1968* (Cth) and in equity. You must execute and procure from your officers, employees and agents the execution of any documentation reasonably required by us to give effect to: (a) the assignment to us of all Intellectual Property Rights that they may have in any Improvement Suggestions; and (b) a waiver for us and any third parties authorised by us to exploit any Moral Rights that they may have in any Improvement Suggestions.

4.8. You must not:

(a) use any of our trade marks or other marks (Marks) except as provided for in this Agreement; or
(b) contest any Mark, apply for registration of any Mark or use or apply for registration of any trade mark, trade name, business name, company name or domain name that incorporates any element that is confusingly similar to any Mark.

4.9. Except as expressly provided in this Agreement, you have no rights in respect of any Marks or their associated goodwill, and you hereby acknowledge that all such rights and goodwill inure for the benefit of, and are (and will remain) vested in, us.

5. Confidentiality

5.1. You must not, without the prior written consent of the Licensor, use or disclose the Licensor's Confidential Information unless and to the extent expressly permitted by this Agreement or required by law.

5.2. You may:

(a) use the Confidential Information of the Licensor solely to comply with your obligations and exercise your rights under this Agreement; and
(b) disclose the Confidential Information to a Court but only if compelled by law to do so.

5.3. You must implement and maintain effective security measures to prevent unauthorised use and disclosure of the Licensor's Confidential Information whilst it is in your possession or control.

5.4. You must destroy all Confidential Information (including all copies and notes thereof) of the Licensor in your possession or control, on demand by the Licensor and upon termination of this Agreement for any reason.

6. Responsibility for licenses, authorisations and consents

6.1. You are responsible for obtaining all necessary licenses, authorisations and consents as required to lawfully upload, store or transfer data through or into the Licensed SDKs.

6.2. You must not use the Licensed SDKs in breach of any applicable laws.

6.3. You must indemnify the Licensor for any loss or damage it incurs as a result of your breach of this clause 6.

7. Liability

7.1. To the extent possible by law, the Licensor does not have any liability to you under or in connection with the Licensed SDKs.

7.2. If the Licensed SDKs are supplied to you as a 'consumer' of goods or services within the meaning of that term in the Australian Consumer Law, you will have the benefit of certain non-excludable rights and remedies in respect of the goods or services and nothing in these terms and conditions excludes or restricts or modifies any condition, warranty, guarantee, right or remedy which pursuant to the *Competition and Consumer Act 2010* (Cth) is so conferred. However, if the goods or services are subject to a non-excludable condition, warranty, guarantee, right or remedy implied by the Australian Consumer Law and the goods or services are not ordinarily acquired for personal, domestic or household use or consumption, then pursuant to section 64A of the Australian Consumer Law, the Licensor limits its liability for breach of any such non-excludable warranty, guarantee, right or remedy implied by the Australian Consumer Law (other than a guarantee implied by sections 51, 52 or 53 of the Australian Consumer Law) or expressly given by the Licensor to you, in respect of each of the goods and services, where it is fair and reasonable to do so, at the option of the Licensor, to one or more of the following:

(a) if the breach relates to goods:

(i) the replacement of the goods or the supply of equivalent goods;
(ii) the repair of such goods;
(iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
(iv) the payment of the cost of having the goods repaired; and

(b) if the breach relates to services:

(i) the supplying of the services again; or
(ii) the payment of the cost of having the services supplied again.

7.3. Other than any non-excludable guarantees implied into this Agreement under the Australian Consumer Law (if any), all conditions, warranties and guarantees implied in this Agreement (including with respect to fitness for purpose) are excluded from this Agreement and the Licensed SDKs are provided "as is" and without any warranty of any kind.

8. Termination

8.1. A party may terminate this Agreement by written notice to the other party (the "defaulting party") if the defaulting party is in material breach of this Agreement which is not remediable, or if capable of remedy where the defaulting party fails to remedy the breach within 14 days of written notice.

8.2. Either party may terminate this Agreement by written notice to the other party at any time.

9. Consequences of Termination

9.1. If this Agreement is terminated or expires for any reason, then, in addition and without prejudice to any other rights or remedies available:

(a) clause 3, 4, 5, 6, 7, 9 and 10 and any other rights or obligations that, by their nature, survive termination, shall so survive;
(b) your right to use the Licensed SDKs immediately ceases and the Licence shall immediately terminate; and
(c) you must immediately destroy all copies of the Licensed SDKs within your possession or control.

10. General

10.1. You must not assign, sublicense or otherwise deal in any other way with any of your rights under this Agreement without the prior written consent of the Licensor. The Licensor may assign or novate its rights or obligations under this Agreement (in whole or in part) at any time.

10.2. Nothing contained in this Agreement creates any partnership, employment, joint venture or agency between the parties.

10.3. The Licensor is under no obligation to provide any maintenance, support, upgrades or updates under this Agreement with respect to the Licensed SDKs.

10.4. This Agreement is the entire agreement between you and Licensor about its subject matter and supersedes all other representations, arrangements or agreements between you and Licensor.

10.5. This Agreement may be amended only by a document signed by the parties and a party's right under this Agreement may not be waived or varied except in writing signed by the party.

10.6. The Licensor will not be responsible for a failure to comply with its obligations under this Agreement to the extent that failure is caused by a Force Majeure Event.

10.7. The laws of Western Australia govern this Agreement and each party submits to the exclusive jurisdiction of the courts located in Western Australia and/or New South Wales, and the courts of appeal from them.

Signed as an agreement.
Signed for and on behalf of
Advanced Human Imaging Limited
ABN 85 602 111 115
by its authorised representative:

Dr. Katherine Iscoe
CEO

Signed for and on behalf of the Licensee
by its authorised representative:

[insert]

Please note, the SDK EULA for Tird Party Developers was signed by Random Forest OÜ on 27 January 2022. A blank copy has been provided to Activate Health OÜ for any other Third Party Developers who may be engaged in the future.

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Schedule 2 – User Fees

BLOCK PRICING SCHEDULE – Introductory Pricing and Marketing Support – THROUGH TO 31 DECEMBER 2022

Activate Health and AHI have negotiated introductory pricing and marketing support as follows:

Description	Date / timing	Price	Expiry
1000 x Block of FaceScans	1 September 2022	Free	31 December 2022
1000 x Block of BodyScans	1 September 2022	Free	31 December 2022
4000 x Block of FaceScans (low price agreed EUR€2.99 per scan)	1 September 2022	EUR€11,960.00	31 December 2022
4000 x Block of BodyScans (price agreed EUR€2.75 per scan)	1 September 2022	EUR€11,000.00	31 December 2022
First Payment	1 September 2022	EUR€11,480.00	
Second Payment	1 November 2022	EUR€11,480.00	
Individual FaceScan (Pay as you go) – when blocks have been exhausted	1 September 2022	EUR€2.99 per scan	31 December 2022
Individual BodyScan (Pay as you go) – when blocks have been exhausted	1 September 2022	EUR€2.75 per scan	31 December 2022

- There is a minimum spend license fee, broken into the following tiered payment schedule: EUR€1,500 per month for the first 6 months, EUR€2,250 for the next 6 months, and EUR€3,500 per month after 12 months through to 18 months following the integrated solution go-live date. If the Customer reaches 50,000 active users by the end of the first 12 months, the licence fee will waived for the remaining 6 months.
- Regardless of usage, the second payment of EUR€11,480.00 will fall due on 1 November 2022.
- If the usage exceeds the 5,000 scans, on either of the individual scans before 31 December 2022, AHI will raise a separate invoice for any additional scans at the end of each month. These additional scans will be billed at the end of each month at the rate of FaceScan EUR€2.99 per scan, and BodyScan EUR€2.75 per scan. These prices for individual scans will expire on 31 December 2022.
- AHI will make available to the Customer the SDK kits, at no cost to the Customer. This is based on the current AHI functionality. Any additionally functionality required by the Customer would be built at an agreed cost or can be built in conjunction with the Customer's development team at an agreed cost.
- The parties will work together to deliver a market ready product not later than 1 September 2022.
- AHI will make its continued platform improvements available to the Customer from time to time at no cost to the Customer.

Please refer to the following page for pricing as of 1 January 2023

ADVANCED HUMAN IMAGING PRICING MODEL – EUR€

BLOCK PRICING SCHEDULE – FROM 1 JANUARY 2023

Tier No	FaceScan blocks (pre-paid)	Price per FaceScan (as part of the block)	FaceScan Block Price
1	5,000 scans (minimum purchase)	EUR€2.99	EUR€14,950.00
2	20,000 scans	EUR€2.49	EUR€49,800.00
3	25,000 scans	EUR€1.99	EUR€49,750.00
Tier No	**BodyScan blocks (pre-paid)**	**Price per BodyScan (as part of the block)**	**BodyScan Block Price**
1	5,000 scans (minimum purchase)	EUR€2.75	EUR€13,750.00
2	10,000 scans	EUR€2.49	EUR€24,900.00
3	12,500 scans	EUR€2.29	EUR€28,625.00
4	15,000 scans	EUR€2.10	EUR€31,500.00
5	20,000 scans	EUR€1.99	EUR€39,800.00
6	25,000 scans	EUR€1.49	EUR€37,250.00
Individual FaceScan (Pay as you go) – when blocks have been exhausted		EUR€6.99 per scan	
Individual BodyScan (Pay as you go) – when blocks have been exhausted		EUR€3.00 per scan	

NB 1: The minimum spend license fee as detailed on the previous page remains in place.

- As of 1 January 2023, if no further blocks of scans have been purchased, the pricing will revert to the individual scan price of FaceScan EUR€6.99 per scan and BodyScan EUR€3.00 per scan.
- If a block of scans has been exhausted, the pricing will automatically trigger to the individual FaceScan EUR€6.99 per scan and BodyScan EUR€3.00 per scan cost. This will then be invoiced at the end of the month for the number of scans completed. (Customers are responsible for tracking their ongoing usage).
- Blocks of FaceScans and BodyScans are to be paid up front and are valid for a period of 12 months, after which the remaining scans will become obsolete. Additional blocks of scans can be purchased at any time and will be valid for the 12 months following purchase.
- Pricing for blocks of scans over 25,000 will be negotiated between the Customer and AHI.

AHI DATA PROCESSING AGREEMENT

MASTER SERVICES AGREEMENT REFERENCE: AHI010022

THIS AGREEMENT forms part of the Master Services Agreement (MSA) and is effective as per the commencement date as signed in the MSA ("**Commencement Date**")

PARTIES

1. **ADVANCED HUMAN IMAGING LIMITED** (ABN 85 602 111 115) of Unit 5, 71-73 South Perth Esplanade, South Perth Western Australia 6151 (the "**Service Provider**", "**AHI**"); and

2. **ACTIVATE HEALTH OÜ,** Registration Code 16035006 of Valukoja 10, 11415, Tallinn, Estonia ("**Licensee**").

BACKGROUND

A. Under an agreement (the "Master Services Agreement") between AHI and the Licensee with the Contract Reference indicated in the Master Services Agreement, AHI provides to the Licensee, access to the AHI cloud platform for the purpose of providing smartphone and cloud based digital biometric processing services.

B. The provision of the AHI Services involves the processing of Personal Data (as defined below) by AHI on behalf of the Licensee.

C. The parties have agreed to enter into this Data Processing Agreement ("DPA") to meet the requirements of applicable Data Protection Law.

THE PARTIES AGREE as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. In this DPA any capitalised expression used but not defined in this DPA shall have the meaning provided to it in the Master Services Agreement and the following expressions shall have the following meanings:

Account Data means Personal Data that relates to the Service Provider's supplier relationship with the Licensee.

Controller shall mean the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.

Consent shall mean any freely given, specific, informed and unambiguous indication of the Data Subject's wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the processing of Personal Data relating to him or her.

Data Protection Law refers to all laws and regulations applicable to the Service Provider's processing of Personal Data under this DPA including, without limitation:

- Australian Privacy Act 1998 (Cth) ("**APA"**) and associated legislation such as, the *Australian Privacy Amendment (Notifiable Data Breaches) Act 2017* (Cth) ("**NDB Law"**)

- California Consumer Privacy Act, California Civil Code Sections 1798.100 et seq and its implementing regulations ("**CCPA"**)

- UK General Data Protection Regulation ("**UK GDPR"**)
- EU General Data Protection Regulation ("**EU GDPR"**)
- Brazilian General Data Protection Law ("**LGPD"**)
- Peru's Personal Data Protection Law (N°29733 ("**PDPL"**)) and its Regulation (N°003-2013-JUS- Regulation of the PDPL)
- China's Personal Information Protection Law ("**PIPL"**).

Data Subject shall mean an identified or identifiable natural person to whom Personal Data relates.

End User means an individual Data Subject who is a customer or user of any Licensee product or service which incorporates the AHI Service or relies upon the AHI Platform.

End User Data means Personal Data about an End User provided to the Service Provider by the End User and/or the Licensee and including the End User's height, weight, Sex, Age, whether the End User: is a smoker, has hypertension, is on blood pressure medication, is diabetic, together with facial blood-flow information, generated on End User devices by the AHI Services.

Licensed SDK means the software development kits listed at Schedule 1 of the Master Services Agreement.

Licensee Products means the Licensee software products listed at Schedule 1 of the Master Services Agreement.

AHI Platform means the AHI public cloud environment described at Parts A and B of Schedule 3 of this DPA.

AHI Services means smartphone digital biometric processing services provided by AHI, using the AHI Platform, to End Users through Licensee Products that integrate the Licensed SDKs.

Personal Data means any information relating to a person ('Data Subject') who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person.

Processor shall mean a natural or legal person, public authority, agency or other body which processes Personal Data on behalf of the Controller.

Personal Data Breach means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed.

'processing' and 'process' shall mean any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Service Data means data processed by the Service Provider for the purposes of transmitting and exchanging End User Data including, without limitation, the date, time, duration and type of communication; information collected from End User devices about how they use the AHI Service; and activity logs used to optimise and maintain the performance and security of the AHI Services and to investigate and prevent system abuse.

Sensitive Data means Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs or trade union membership, or genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health, or data concerning a natural person's sex life or sexual orientation; and Personal Data relating to criminal convictions and offences and shall be deemed to include "Sensitive Information" as defined in the *Australian Privacy Act 1998* (Cth).

Silhouette means the image of an End-User represented as a solid shape or a single colour, with the interior of a silhouette being featureless.

Supervisory Authority means an independent public authority which is established under the UK GDPR or the EU GDPR.

3D Model means a virtual 3D representation of an End-User's human body shape.

1.2. In this DPA:

1.2.1. a reference to this DPA includes its schedules;

1.2.2. clause, paragraph, schedule or other headings in this DPA are included for convenience only and shall have no effect on interpretation;

1.2.3. a reference to a 'party' includes that party's successors and permitted assigns;

1.2.4. words in the singular include the plural and vice versa;

1.2.5. any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;

1.2.6. a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form (including email);

1.2.7. references to any applicable laws shall be references to any applicable laws replacing, amending, extending, re-enacting or consolidating any such applicable laws and the equivalent terms defined in such applicable laws, once in force and applicable; and

1.2.8. a reference to any law includes all subordinate legislation made from time to time under that law.

2. SCOPE AND APPLICATION OF THIS AGREEMENT

2.1. This DPA applies to the processing of End User Data by the Service Provider on behalf of the Licensee pursuant to the Master Services Agreement.

2.2. This DPA shall continue in full force and effect for the term of the Master Services Agreement and will automatically and immediately terminate upon termination or expiry of the Master Services Agreement for any reason.

3. PROCESSING OF PERSONAL DATA & INSTRUCTIONS

3.1. The parties acknowledge and agree that with regard to the processing of End User Data, the Licensee shall be the Controller and the Service Provider is a processor (except where the Licensee is a processor to a third-party Controller, in which case the Service Provider shall be a sub-processor).

3.2. The Service Provider shall process End User Data solely for the purpose of providing the AHI Services to the Licensee and only in accordance with the Licensee's instructions (including processing initiated by End Users in their use of the Services) or as otherwise necessary to comply with applicable laws. Information about the means of processing, including hosting and technical architecture information, are provided at Schedule 3.

3.3. The Licensee's instructions shall only be constituted by:

3.3.1. the Master Services Agreement and this DPA;

3.3.2. the Licensee or any End User uploading or otherwise entering End User data into the AHI Platform;

3.3.3. any settings selected and/or configurations made or initiated by the Licensee or any End User in or to the AHI Platform or in respect of the AHI Services;

3.3.4. any reasonable written instructions provided by the Licensee to the Service Provider via email or through any communications tool facilitated by the AHI Services which are expressly stated to be written instructions issued by the Licensee as Controller to the Service Provider as processor and which are consistent with the terms of the Master Services Agreement and this DPA; or

3.3.5. the Licensee and relevant End-Users using the functionality of the AHI Platform or provided as part of the AHI Services to issue instructions to process Personal Data, such as, to delete Personal Data or export Personal Data.

3.4. The Licensee shall ensure that its instructions comply with Data Protection Law, and the Service Provider shall not be required to comply with the Licensee's instructions if such instructions would violate Data Protection Law or any other law or regulation.

3.5. The parties acknowledge and agree that with regard to the processing of Account Data and Service Data, the Service Provider is an independent Controller, and the Service Provider shall process Account Data and Service Data in accordance with Data Protection Law.

4. LICENSEE'S OBLIGATIONS

4.1. The Licensee shall, in its use of the AHI Platform and AHI Services, process End User Data in accordance with the requirements of Data Protection Law and shall have sole responsibility for the accuracy, quality and legality of End User Data and the means by which it has acquired End User Data; and represents and warrants to the Service Provider that:

4.1.1. it has complied and will continue to comply, with Data Protection Law in respect of its processing of End User Data;

4.1.2. it has provided, and will continue to provide, all necessary notices (including any applicable requirements to provide notice to End Users regarding the use of the Service Provider as a processor) and has obtained, and will continue to obtain, all Consents and rights necessary under Data Protection Law for the Service Provider to process End User Data for the purposes described in this DPA;

4.1.3. it has and will continue to have, the right to upload or transfer End User Data to the AHI Platform for processing in accordance with the terms of the Master Services Agreement and this DPA; and

4.1.4. The processing of End User Data by the Service Provider for the purposes of the Services will not violate the rights of any Data Subject that has opted out from sales.

4.2. The Licensee undertakes not to upload or transfer (or cause to be uploaded or transferred) any Sensitive Data (excluding any End User Data created by or using the AHI Service) or any Personal Data relating to any Data Subject who is not an End User to the AHI Platform, and agrees that the Service Provider shall have no liability whatsoever for any such Sensitive Data (with the exception of End User Data created by or using the AHI Service) or third party Personal Data, whether in connection with a Personal Data Breach or otherwise.

5. SUB-PROCESSING

5.1. The Service Provider shall be entitled to use sub-processors to process End User Data for the purpose of providing the AHI Services. For these purposes, the Licensee authorises the use of the sub-processors listed at Schedule 2.

5.2. If the Service Provider intends to use any new sub-processor to process End User Data for the purpose of providing the AHI Services, it shall notify the Licensee thereof in writing following which the Licensee shall have 30 days to object, on reasonable grounds, to the use of any such new sub- processor. If no objection is raised, the Licensee shall be deemed to have authorised the new sub- processor for the purposes of clause 5.1, above. If the Licensee raises an objection, the parties shall meet (in person, by telephone or by video call) within 7 days of such objection to discuss commercial reasonable alternative solutions in good faith. If the parties cannot reach a resolution in 30 days, the Service Provider shall be entitled to terminate the Master Services Agreement by written notice.

5.3. Before using any sub-processor to process End User Data, the Service Provider shall enter into a sub-processing contract with the sub-processor that meets the requirements of Data Protection Law.

5.4. In the event that a sub-processor used by the Service Provider to process End User Data for the purpose of providing the AHI Service fails to meet its obligations under a sub-processing contract with the Service Provider, the Service Provider shall remain fully liable to the Licensee for failing to meet its obligations under this DPA.

6. SECURITY & CONFIDENTIALITY

6.1. The Service Provider has implemented and will maintain the technical and organisational measures set out at Schedule 1 (the "Security Measures") to protect End User Data against unauthorised or unlawful processing, accidental loss, destruction, damage, alteration, or disclosure.

6.2. The Licensee acknowledges and agrees that:

6.2.1. the Security Measures provide a level of security for End User Data that is appropriate for the risk to End Users associated with the processing of End User Data, taking in to account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing; and

6.2.2. that the security measures are subject to technical and organisational progress and development and that the Service Provider may update or modify the Security Measures from time to time, provided that such updates do not result in the degradation of the overall security of the AHI Service or protection of End User Data.

6.3. The Service Provider shall ensure that any person who is authorised by it to process End User Data (including its staff, agents and subcontractors) shall be under a contractual obligation of confidentiality.

7. REPORTING & NOTIFICATION of PERSONAL DATA BREACHES

7.1. The Service Provider shall notify the Licensee about any Personal Data Breach without undue delay and in any event within 48 hours (48) hours of identifying the Personal Data Breach.

7.2. The Licensee acknowledges and agrees that the Service Provider is subject to the Australian Privacy Amendment (Notifiable Data Breaches) Act 2017 (Cth) ("NDB Law"), meaning it will be deemed to 'jointly hold' the End User Data with the Licensee for the purposes of the NDB Law and will be required, following a Personal Data Breach to assess whether a reasonable person would conclude that the Personal Data Breach is likely to result in serious harm to affected individuals and if so, to notify the affected Data Subjects and the Office of the Australian Information Commissioner.

7.3. The Licensee acknowledges and agrees that if it is subject to the provisions of the UK GDPR or the EU GDPR, it will need to notify the appropriate Supervisory Authority of a Personal Data Breach without undue delay and, where feasible, not later than 72 hours after having become aware of it, unless the Personal Data Breach is unlikely to result in a risk to the rights and freedoms of Data Subjects.

7.4. The Licensee acknowledges and agrees that if it is subject to the provisions of the UK GDPR or the EU GDPR, it will need to notify the Data Subjects affected by a Personal Data Breach without undue delay, if the Personal Data Breach is likely to result in a high risk to their rights and freedoms.

8. RECORDS, AUDIT & ASSISTANCE

8.1. Where required by Data Protection Law, the Service Provider shall:

8.1.1. make available to the Licensee such information that is in its possession or control as is necessary to demonstrate the Service Provider's compliance with Data Protection Law; and

8.1.2. allow for and contribute to audits, including inspections, by the Licensee (at the Licensee's cost) to enable to Licensee to assess and verify the Service Provider's compliance with Data Protection Law (subject to a maximum of no more than one audit request in any 12 month period).

8.2. Where required by Data Protection Law, the Service Provider shall (at the Licensee's cost), assist the Licensee in complying with its obligations under Data Protection Law including by:

8.2.1. notifying the Licensee without undue delay if it receives a request from an End User to exercise their rights under Data Protection Law or any other compliant or request relating to the processing of the End User data;

8.2.2. cooperating fully with the Licensee and assisting as required in relation to any such End User request, compliant or other request by providing such End User Data and information as the Licensee reasonably requires; and

8.2.3. providing reasonable assistance to the Licensee in complying with its obligations under Data Protection Laws with respect to the security of processing, notification of Personal Data breaches, carrying out data protection impact assessments and in its dealings with data protection supervisory authorities.

8.3. The Service Provider may charge a reasonable fee for its time spent and costs incurred under this clause, which shall be paid by the Licensee within 7 days of the date of its invoice, except where charging for any of the access, information or assistance covered in this section is prohibited by Data Protection Law. To avoid unexpected costs for the Licensee, the Service Provider undertakes to agree the payable fees under this clause with the Licensee in advance.

9. INTERNATIONAL TRANSFERS

9.1. The Service Provider confirms that in connection with the provision of the AHI Services, End-User Data will only be processed within the geometric proximity of the End-User's public IP address i.e. where the End-User's request (to use the service) originates from a location in Europe, their request will be processed by the AWS located in Europe. For clarity and the purposes of this DPA, the Licensee has requested all End-User Data be processed within the EU, pursuant to the EU GDPR. Please refer to Schedule 2 for the AWS Cloud location specified.

9.2. The Licensee acknowledges and agrees that in connection to providing support services to the Licensee, End-User Data will only be transferred to, or accessible by, AHI personnel based in Australia or sub-processer NuraLogix, documented in Schedule 2 – Sub Processors in Canada, for the provision of support services. In such cases, Annex 4 shall apply.

9.3. The Service Provider may transfer 'personal information' for the purposes of the Australian Privacy Act 1988 (Cth) to the relevant region provided that it complies with Australian Privacy Principle 8 (Cross-border disclosure of personal information).

9.4. The Service Provider will also adhere to any other applicable Data Protection Law when transferring Personal Data internationally.

10. DELETION & DEIDENTIFICATION OF DATA

10.1. Subject as set out at clause 10.2, the Service Provider shall, at the request of the Licensee, delete all End User Data (unless retention of End User Data is required by law, in which case the Service Provider shall inform the Licensee of such requirement in writing) or return it to the Licensee (in the format reasonably requested by the Licensee) within a reasonable time after the earlier of the following:

10.1.1. termination of the Master Services Agreement; or

10.1.2. where processing of that End User Data is no longer required for the performance of the Service Provider's obligations under this DPA or the Master Services Agreement.

10.2. Before deleting or returning End User Data to the Licensee in accordance with clause 10.1, the Service Provider shall be permitted to anonymise and aggregate End User Data such that it fully ceases to include Personal Data ("Deidentified Data") and to keep and use the Deidentified Data for the purposes of improving and developing the AHI Services following termination of the Master Services Agreement and this DPA.

11. GENERAL

Amendment: This DPA represents the entire agreement between the parties with respect to its subject matter and may not be amended except by a written document executed by the parties. Notwithstanding the foregoing provisions of this paragraph, the Service Provider may amend this DPA by written notice to the Licensee ("Amendment Notice") if and to the extent the amendment is necessary to comply with Data Protection Laws or any amendments made to them, or the requirements of any applicable supervisory, government or regulatory authority. If the Licensee does not agree with any Amendment Notice, it must notify the Service Provider by written notice of that fact within 7 days of the date of the Amendment Notice ("Objection Notice"). If the parties are unable to resolve the objection within 7 days from the date of the Objection Notice ("Dispute Resolution Period"), either party may terminate this DPA for its convenience by written notice within 7 days of the expiry of the Dispute Resolution Period.

Assignment: Neither party may assign, transfer, licence or novate its rights or obligations under this DPA without the prior written Consent of the other party.

Severability: If any provision of this DPA is deemed invalid by a court of competent jurisdiction, the remainder of this DPA shall remain enforceable. If a provision of this DPA conflicts with any Data Protection Law affecting the parties' commercial relationship, that provision will be severed and the remainder of this will remain enforceable.

Relationship: The parties are independent contractors and this DPA does not create any relationship of partnership, joint venture, or employer and employee or otherwise.

Counterparts: This DPA may be executed in counterparts provided that no binding agreement shall be reached until the executed counterparts are exchanged.

Entire Agreement: This DPA and any terms implied herein by any applicable Data Protection Laws constitute the entire agreement between the parties and to the extent possible by law, supersedes all prior understandings, representations, arrangements and agreements between the parties, regarding its subject matter.

Applicable Law: This DPA will be governed by and construed in accordance with the law of the Master Services Agreement. To the extent this Data Processing Agreement is inconsistent with any other provision of the Master Services Agreement, this Master Services Agreement shall prevail.

SIGNED for and on behalf of the Licensee by:

Siim Saare

/s/ Siim Saare
Authorised Signature

Date: 08/24/2022

SIGNED for and on behalf of the Service Provider by:

Dr. Katherine Iscoe

/s/ Dr. Katherine Iscoe
Authorised Signature

Date: 08/26/2022

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SCHEDULE 1: SECURITY MEASURES

The Service Provider has implemented the following technical and organisational security measures:

1. Information security policies and related procedures
2. Staff security awareness straining
3. Security and data protection obligation in staff contracts of employment
4. Identity and access management measures including identity verification, multi-factor authentication and authorisation processes in respect of all computer systems
5. Anti-malware software, email web filtering and security detection and protection software.
6. Physical security measures at all buildings and offices, include door and window locks, filing cabinet locks and visitor access management controls.
7. Security assurance activities including internal and external security auditing.
8. Network boundary protection controls, including firewalls
9. Security testing including penetration testing of software developed by the Service Provider (including the AHI software development kit or 'SDK').
10. Data backup and archiving supporting by business continuity and IT disaster recovery plans.
11. Where necessary, taking in to account the state of the art, the costs of implementation and the nature, scope, content and purpose of the processing, pseudonymisation and/or encryption of Personal Data.

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SCHEDULE 2: SUB-PROCESSORS

The following sub-processors are authorised by the Licensee to End-User Data:

Sub-Processor	Purpose	Location
NuraLogix Corporation ("NuraLogix")	Face Scan processing Services	Canada*
Amazon Web Services	Public Cloud Services	Frankfurt
Itoc Pty Ltd	24x7 Monitoring of the AHI Platform	Australia

* Please refer to clause 9.2 above.

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SCHEDULE 3: NATURE, MEANS & PURPOSES OF PROCESSING & DURATION OF PROCESSING

Part A: Overview

The Service Provider will provide the Licensee with an SDK that Processes End-User Data on behalf of the Licensee for the purpose of providing smartphone and cloud based digital biometric processing services.

The Service Provider's SDK processes:

1. Face Scan Data to calculate heart rate, irregular heartbeats, breathing, blood pressure, heart rate variability, and cardiac workload information, as well as provide support to End Users.

2. Body Scan Data to calculate digital anthropometric circumference measurements, body composition information (such as body fat %), and to provide support to End Users.

The Service Provider's Platform is hosted on the Amazon Web Services (AWS) cloud platform.

The Service Provider regularly tests the SDK for vulnerabilities to Open Web Application Security Project standards by independent security experts.

This processing shall continue for the term of the Master Services Agreement, in accordance with clause 2.2 of this DPA.

BodyScan

All BodyScan data processing happens on-device. No End-User images or videos ever leave their device, as all measurements are processed on-device.

To process and return Body Scan results, no Personally Identifiable Information leaves the End-User's device.

FaceScan

FaceScan data is processed on AWS cloud.

The processing of the End-User's data is based on the geographic proximity of the End-User's public IP address. When the End-User requests a FaceScan, if they are located in the EU, the request will be processed in the EU (Frankfurt) located AWS. The signals (facial blood flow data) are extracted from the FaceScan video and encrypted at rest and on transmission.

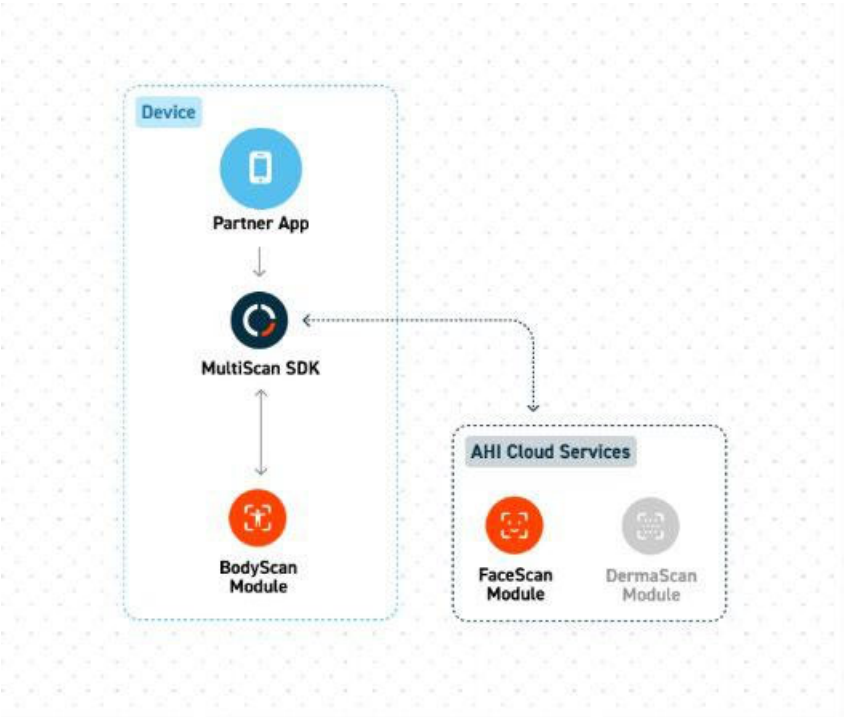
All Personally Identifiable Information is deleted after processing.

The diagram at Part B (image below) shows the Service Provider's Platform architecture as of the commencement date of this DPA.

Support

End-User Data will only be transferred to, or accessible by, the Service Provider's personnel based in Australia or sub-processer NuraLogix in Canada, for the provision of support services.

Part B: Architecture



ANNEX 4

STANDARD CONTRACTUAL CLAUSES

SECTION I

Clause 1

Purpose and scope

2.1. The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation)[1] for the transfer of personal data to a third country.

2.1. The Parties:

2.1.1.1. the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter "entity/ies") transferring the personal data, as listed in Annex I.A. (hereinafter each "data exporter"), and

2.1.1.2. the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A. (hereinafter each "data importer")

have agreed to these standard contractual clauses (hereinafter: "Clauses").

2.2. These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.

2.3. The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

Clause 2

Effect and invariability of the Clauses

2.3.1.1.1.1. These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46 (2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.

1 Where the data exporter is a processor subject to Regulation (EU) 2016/679 acting on behalf of a Union institution or body as controller, reliance on these Clauses when engaging another processor (sub-processing) not subject to Regulation (EU) 2016/679 also ensures compliance with Article 29(4) of Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (OJ L 295 of 21.11.2018, p. 39), to the extent these Clauses and the data protection obligations as set out in the contract or other legal act between the controller and the processor pursuant to Article 29(3) of Regulation (EU) 2018/1725 are aligned. This will in particular be the case where the controller and processor rely on the standard contractual clauses included in Decision […].

2.3.1.1.1.2. These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

Clause 3

Third-party beneficiaries

2.1. Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:

2.1.1.1. Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;

2.1.1.2. Clause 8 - Module Two: Clause 8.1(b), 8.9(a), (c), (d) and (e);;

2.1.1.3. Clause 9 - Module Two: Clause 9(a), (c), (d) and (e);

2.1.1.4. Clause 12 - Module Two;

2.1.1.5. Clause 13;

2.1.1.6. Clause 15.1(c), (d) and (e);

2.1.1.7. Clause 16(e);

2.1.1.8. Clause 18 - ModuleTwo: Clause 18(a) and (b);

2.2. Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

Clause 4

Interpretation

2.1. Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.

2.2. These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.

2.3. These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

Clause 5

Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 6

Description of the transfer(s)

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

Clause 7 - Optional

Docking clause

2.1. An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A.

2.2. Once it has completed the Appendix and signed Annex I.A, the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex I.A.

2.3. The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party.

SECTION II – OBLIGATIONS OF THE PARTIES

Clause 8

Data protection safeguards

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

8.1 Instructions

2.1. The data importer shall process the personal data only on documented instructions from the data exporter. The data exporter may give such instructions throughout the duration of the contract.

2.2. The data importer shall immediately inform the data exporter if it is unable to follow those instructions.

8.2 Purpose limitation

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I.B, unless on further instructions from the data exporter.

8.3 Transparency

On request, the data exporter shall make a copy of these Clauses, including the Appendix as completed by the Parties, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including the measures described in Annex II and personal data, the data exporter may redact part of the text of the Appendix to these Clauses prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand the its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information. This Clause is without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

8.4 Accuracy

If the data importer becomes aware that the personal data it has received is inaccurate, or has become outdated, it shall inform the data exporter without undue delay. In this case, the data importer shall cooperate with the data exporter to erase or rectify the data.

8.5 Duration of processing and erasure or return of data

Processing by the data importer shall only take place for the duration specified in Annex I.B. After the end of the provision of the processing services, the data importer shall, at the choice of the data exporter, delete all personal data processed on behalf of the data exporter and certify to the data exporter that it has done so, or return to the data exporter all personal data processed on its behalf and delete existing copies. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit return or deletion of the personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process it to the extent and for as long as required under that local law. This is without prejudice to Clause 14, in particular the requirement for the data importer under Clause 14(e) to notify the data exporter throughout the duration of the contract if it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under Clause 14(a).

8.6 Security of processing

2.1. The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to that data (hereinafter "personal data breach"). In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subjects. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner. In case of pseudonymisation, the additional information for attributing the personal data to a specific data subject shall, where possible, remain under the exclusive control of the data exporter. In complying with its obligations under this paragraph, the data importer shall at least implement the technical and organisational measures specified in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.

2.2. The data importer shall grant access to the personal data to members of its personnel only to the extent strictly necessary for the implementation, management and monitoring of the contract. It shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

2.3. In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the breach, including measures to mitigate its adverse effects. The data importer shall also notify the data exporter without undue delay after having become aware of the breach. Such notification shall contain the details of a contact point where more information can be obtained, a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), its likely consequences and the measures taken or proposed to address the breach including, where appropriate, measures to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide all information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

2.4. The data importer shall cooperate with and assist the data exporter to enable the data exporter to comply with its obligations under Regulation (EU) 2016/679, in particular to notify the competent supervisory authority and the affected data subjects, taking into account the nature of processing and the information available to the data importer.

8.7 Sensitive data

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences (hereinafter "sensitive data"), the data importer shall apply the specific restrictions and/or additional safeguards described in Annex I.B.

8.8 Onward transfers

The data importer shall only disclose the personal data to a third party on documented instructions from the data exporter. In addition, the data may only be disclosed to a third party located outside the European Union[2] (in the same country as the data importer or in another third country, hereinafter "onward transfer") if the third party is or agrees to be bound by these Clauses, under the appropriate Module, or if:

2.4.1.1. the onward transfer is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;

[2] The Agreement on the European Economic Area (EEA Agreement) provides for the extension of the European Union's internal market to the three EEA States Iceland, Liechtenstein and Norway. The Union data protection legislation, including Regulation (EU) 2016/679, is covered by the EEA Agreement and has been incorporated into Annex XI thereto. Therefore, any disclosure by the data importer to a third party located in the EEA does not qualify as an onward transfer for the purpose of these Clauses.

2.4.1.2. the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 Regulation of (EU) 2016/679 with respect to the processing in question;

2.4.1.3. the onward transfer is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or

2.4.1.4. the onward transfer is necessary in order to protect the vital interests of the data subject or of another natural person.

Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

8.9 Documentation and compliance

2.1. The data importer shall promptly and adequately deal with enquiries from the data exporter that relate to the processing under these Clauses.

2.2. The Parties shall be able to demonstrate compliance with these Clauses. In particular, the data importer shall keep appropriate documentation on the processing activities carried out on behalf of the data exporter.

2.3. The data importer shall make available to the data exporter all information necessary to demonstrate compliance with the obligations set out in these Clauses and at the data exporter's request, allow for and contribute to audits of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or audit, the data exporter may take into account relevant certifications held by the data importer.

2.4. The data exporter may choose to conduct the audit by itself or mandate an independent auditor. Audits may include inspections at the premises or physical facilities of the data importer and shall, where appropriate, be carried out with reasonable notice.

2.5. The Parties shall make the information referred to in paragraphs (b) and (c), including the results of any audits, available to the competent supervisory authority on request.

Clause 9

Use of sub-processors

OPTION 2: GENERAL WRITTEN AUTHORISATION The data importer has the data exporter's general authorisation for the engagement of sub-processor(s) from an agreed list. The data importer shall specifically inform the data exporter in writing of any intended changes to that list through the addition or replacement of sub-processors at least 30 days in advance, thereby giving the data exporter sufficient time to be able to object to such changes prior to the engagement of the sub-processor(s). The data importer shall provide the data exporter with the information necessary to enable the data exporter to exercise its right to object.

2.6. Where the data importer engages a sub-processor to carry out specific processing activities (on behalf of the data exporter), it shall do so by way of a written contract that provides for, in substance, the same data protection obligations as those binding the data importer under these Clauses, including in terms of third-party beneficiary rights for data subjects.[3] The Parties agree that, by complying with this Clause, the data importer fulfils its obligations under Clause 8.8. The data importer shall ensure that the sub-processor complies with the obligations to which the data importer is subject pursuant to these Clauses.

2.7. The data importer shall provide, at the data exporter's request, a copy of such a sub-processor agreement and any subsequent amendments to the data exporter. To the extent necessary to protect business secrets or other confidential information, including personal data, the data importer may redact the text of the agreement prior to sharing a copy.

2.8. The data importer shall remain fully responsible to the data exporter for the performance of the sub-processor's obligations under its contract with the data importer. The data importer shall notify the data exporter of any failure by the sub-processor to fulfil its obligations under that contract.

2.9. The data importer shall agree a third-party beneficiary clause with the sub-processor whereby - in the event the data importer has factually disappeared, ceased to exist in law or has become insolvent - the data exporter shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.

Clause 10

Data subject rights

2.1. The data importer shall promptly notify the data exporter of any request it has received from a data subject. It shall not respond to that request itself unless it has been authorised to do so by the data exporter.

2.2. The data importer shall assist the data exporter in fulfilling its obligations to respond to data subjects' requests for the exercise of their rights under Regulation (EU) 2016/679. In this regard, the Parties shall set out in Annex II the appropriate technical and organisational measures, taking into account the nature of the processing, by which the assistance shall be provided, as well as the scope and the extent of the assistance required.

2.3. In fulfilling its obligations under paragraphs (a) and (b), the data importer shall comply with the instructions from the data exporter.

Clause 11

Redress

2.1. The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.

3 This requirement may be satisfied by the sub-processor acceding to these Clauses under the appropriate Module, in accordance with Clause 7.

2.2. In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.

2.3. Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:

2.3.1.1. lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13;

2.3.1.2. refer the dispute to the competent courts within the meaning of Clause 18.

2.4. The Parties accept that the data subject may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679.

2.5. The data importer shall abide by a decision that is binding under the applicable EU or Member State law.

2.6. The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

Clause 12

Liability

2.1. Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.

2.2. The data importer shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data importer or its sub-processor causes the data subject by breaching the third-party beneficiary rights under these Clauses.

2.3. Notwithstanding paragraph (b), the data exporter shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data exporter or the data importer (or its sub-processor) causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter and, where the data exporter is a processor acting on behalf of a controller, to the liability of the controller under Regulation (EU) 2016/679 or Regulation (EU) 2018/1725, as applicable.

2.4. The Parties agree that if the data exporter is held liable under paragraph (c) for damages caused by the data importer (or its sub-processor), it shall be entitled to claim back from the data importer that part of the compensation corresponding to the data importer's responsibility for the damage.

2.5. Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.

2.6. The Parties agree that if one Party is held liable under paragraph (e), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its / their responsibility for the damage.

2.7. The data importer may not invoke the conduct of a sub-processor to avoid its own liability.

Clause 13

Supervision

2.1. The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.

2.2. The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES

Clause 14

Local laws and practices affecting compliance with the Clauses

2.1. The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.

2.2. The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:

2.2.1.1. the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;

2.2.1.2. the laws and practices of the third country of destination– including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards[4];

2.2.1.3. any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.

2.3. The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.

2.4. The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.

2.5. The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).

2.6. Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination

4 As regards the impact of such laws and practices on compliance with these Clauses, different elements may be considered as part of an overall assessment. Such elements may include relevant and documented practical experience with prior instances of requests for disclosure from public authorities, or the absence of such requests, covering a sufficiently representative time-frame. This refers in particular to internal records or other documentation, drawn up on a continuous basis in accordance with due diligence and certified at senior management level, provided that this information can be lawfully shared with third parties. Where this practical experience is relied upon to conclude that the data importer will not be prevented from complying with these Clauses, it needs to be supported by other relevant, objective elements, and it is for the Parties to consider carefully whether these elements together carry sufficient weight, in terms of their reliability and representativeness, to support this conclusion. In particular, the Parties have to take into account whether their practical experience is corroborated and not contradicted by publicly available or otherwise accessible, reliable information on the existence or absence of requests within the same sector and/or the application of the law in practice, such as case law and reports by independent oversight bodies. only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

Clause 15

Obligations of the data importer in case of access by public authorities

15.1 Notification

2.1. The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:

2.1.1.1. receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or

2.1.1.2. becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.

2.2. If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.

2.3. Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).

2.4. The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.

2.5. Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

15.2 Review of legality and data minimisation

2.1. The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).

2.2. The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request.

2.3. The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

SECTION IV – FINAL PROVISIONS

Clause 16

Non-compliance with the Clauses and termination

2.1. The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.

2.2. In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).

2.3. The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:

2.3.1.1. the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;

2.3.1.2. the data importer is in substantial or persistent breach of these Clauses; or

2.3.1.3. the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

In these cases, it shall inform the competent supervisory authority of such non- compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

2.4. Personal data that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall at the choice of the data exporter immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.

2.5. Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

Clause 17

Governing law

These Clauses shall be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights. The Parties agree that this shall be the law of the Republic of Estonia.

Clause 18

Choice of forum and jurisdiction

2.1. Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.

2.2. The Parties agree that those shall be the courts of the Republic of Estonia.

2.3. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.

2.4. The Parties agree to submit themselves to the jurisdiction of such courts.

APPENDIX

ANNEX I

A. LIST OF PARTIES

Data exporter(s): ACTIVATE HEALTH OÜ, Registration Code 16035006 of Valukoja 10, 11415, Tallinn, Estonia

Contact person's name, position and contact details

Siim Saare
CEO
siim.saare@activate.ee

Signature /s/ Siim Saare
Date 08/24/2022

Data importer(s): ADVANCED HUMAN IMAGING LIMITED (ABN 85 602 111 115) of Unit 5, 71-73 South Perth Esplanade, South Perth Western Australia 6151

Contact person's name, position and contact details

Nadine Amesz
Operations Officer
Email: nadine.amesz@ahi.tech

Signature /s/ Nadine Amesz
Date 08/25/2022

B. DESCRIPTION OF TRANSFER

Specified in the Schedule 3 to the Data Processing Agreement

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13 Estonian Data Protection Inspectorate.

ANNEX II - TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

Specified in the Schedule 1 to the Data Processing Agreement

Master Services Agreement

AHI-FORM-0024 v1

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Commercial Details

1. Our Details	Name and ABN	Advanced Human Imaging Limited ABN 85 602 111 115 (**we**, **us**, **our**)	
	Office Address	Unit 5, 71-73 South Perth Esplanade, South Perth WA 6151 Australia	
2. Client Details	Name and Business / Company Number	FITTRACK INCORPORATED, Corporation Number 1117132-1 ; FitTrack LLC, a Delaware company 7252549; FitTrack France SAS, a French company; and FitTrack UK Ltd., a United Kingdom company 12971836 (jointly and each severally, **you**, **your**)	
	Office Address	315 Queen St West, Toronto, Ontario M5V 2A4	
3. Your App	Software Product / App Details	FitTrack (iOS and Android applications)	
4. Contract Details	Master Services Agreement Number	AHI010021	
5. AHI SDKs	Product	Components	Included?
	Multi-Scan iOS & Android Software Development Kits (SDKs)	▪ Body Circumference measurements ▪ Face Scan measurements	YES
6. Data Processing	Applicable Data Processing Agreement	Data Processing Agreement – BodyScan and FaceScan	
7. Professional Services to be provided by us	Implementation Support Services (for integration of the Licensed SDKs into Your App)	During the period from the Commencement Date until 30 June 2022, the following Implementation Support Services will be made available to you for no additional charge after initial SDK hand over meeting: (a) the resolution by us of any Software Error or Measurement Error caused by us; (b) reasonable advisement on product and visual design in respect of Your App; (c) provide all cooperation, access to our Personnel and information reasonably required by you to implement Product Integration, including up to a total of 50 hours of software developer time requested by you to support and assist your development team in undertaking Product Integration; and (d) make available reasonably sufficient Personnel and resources to prioritize (a)-(c). We are not required to provide any other Implementation Services except as may be set out in an Implementation Plan.	
	Training Services	Yes	Up to 4 hours of internet/phone-based training on the SDKs
	Software Development	No	
	Consulting Services	No	Days: n/a
	Support Services	Yes	Support Hours: 9:00 am – 5:00 pm AWST on Business Days
8. Term	Commencement Date	This Agreement will commence on [date Agreement is executed by last party]	
	Initial Term	3 years commencing on the Commencement Date. The term will automatically be renewed for additional terms of 1 year each (in each case, a "Renewal Term").	
9. Key Contacts	Our Contact Details	Name:	Bill Bradford
		Telephone:	
		Email:	Bill.bradford@advancedhumanimaging.com
	Your Contact Manager	Name:	Jeffrey Serrano
		Telephone:	+1 855-282-3780
		Email:	jserrano@cubert.co

Acceptance

By signing below, you and us each agree to (1) the Commercial Details set out above together with the attached (2) Fee Schedule; (3) Terms and Conditions; (4) Service Level Agreement; and (5) the applicable Data Processing Agreement referred to above.

/s/ Vlado Bosanac	/s/ Marius Ronnov
Vlado Bosanac	Marius Ronnov
Director, Advanced Human Imaging Ltd	CEO, FitTrack Incorporated
Date: 11/27/2021	Date: 11/26/2021

/s/ Marius Ronnov Marius Ronnov Manager, FitTrack LLC Date: 11/26/2021	/s/ Marius Ronnov Marius Ronnov FitTrack France SAS Date: 11/26/2021

/s/ Marius Ronnov Marius Ronnov President, FitTrack UK Ltd Date: 11/26/2021	/s/ Marius Ronnov

Fee Schedule

User Fees				
Fee Type	Description			
User Fees	User Fees are payable based on pricing indicators in **Schedule 2 – User Fees**. An **Active User** is one that accesses the AHI technology serving functionality in Your App at any time in the relevant month excluding any Active User in their capacity as a Beta User The price per month, per user pricing is incrementally tier based, and requires you to pay the per month, per user price for the first tier, then the per month, per user price for the second tier and so on.			
Services Fees				
Service	Description	Price (Excl. GST)*		Payment Terms
Support Services	Incident Support as specified in the SLA.	The resolution by us of any Software Error caused by us will be free of charge. For any other Support Services, Price is as per the Level 2 & Level 3 Support Hourly Rates set out below for Ad Hoc Services, per staff member required)		Payable to us on a monthly basis in arrears.
	Measurement Support as specified in the SLA.	The resolution by us of any Measurement Error caused by us will be free of charge. For any other Support Services in relation to any other Measurement Errors, $100 per Support Request where the request type is Measurement Support.		Payable to us on a monthly basis in arrears.
Consulting Services	Consulting services that we may agree to provide after the Go-Live Date.	At the rates set out below under “Ad Hoc Services”.		Payable to us on a monthly basis in arrears.
Training Services	Training in respect of the SDKs as specified in clause 17 of the enclosed Terms and Conditions.	Not applicable		Payable to us on a monthly basis in arrears.
Ad Hoc Services	Time spent providing any services to you after the Go-Live Date for which there is no other rate specified in this Agreement.	Service Type	Hourly Rate	Payable to us on a monthly basis in arrears.
		Level 1 Technical Support Training	$150	
		First 20 Support Requests per month for Measurement Support	No additional charge	
		Additional Measurement Support+	$100 per request	
		Level 2 Support+	$180	
		Level 3 Support+	$220	
		Quality Assurance consultation	$170	
		Senior Architect consultation	$220	
		Design (UX/UI) consultation	$220	
		Other	As agreed	

* All amounts are in Australian Dollars unless specified otherwise.

\+ Only payable where a defect or error does not cause the Support Request in the Licensed SDK.

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Terms and Conditions

1. Term

1.1. This Agreement will commence on the Commencement Date and will continue for the Initial Term, subject to earlier termination by either party in accordance with this Agreement. Upon expiry of the Initial Term, this Agreement will automatically extend for subsequent consecutive periods each of one (1) year (each, a **Renewal Term**) until and unless either party notifies the other party in writing of its intent not to renew the Agreement at least 120 days prior to the expiry of the Initial Term or the then current Renewal Term (as applicable) (time being of the essence), in which case if such notice is provided the Agreement shall terminate at the end of the Initial Term or then current Renewal Term (as applicable).

2. Non-exclusive relationship

2.1. The relationship between you and us pursuant to this Agreement is non-exclusive. Nothing in this Agreement will prevent us from supplying any goods or services to any third party in our absolute discretion.

3. Priority

3.1. If any two of the following documents of this Agreement are inconsistent, they will be interpreted in the following order of precedence (highest to lowest):

(a) the terms and conditions in clauses 1 - 29 of these Terms and Conditions;

(b) the SLA;

(c) the Commercial Details;

(d) the Fee Schedule.

3.2. To the extent of any inconsistency between the provisions of the Data Processing Agreement and this Agreement, this Agreement will prevail, except where inconsistent with any applicable Data Protection Laws, in which case the provisions of the relevant Data Protection Laws will prevail.

4. Change Control

4.1. If either you or we wish to change any part of this Agreement (**Requesting Party**), the Requesting Party shall deliver a written notice to the other party pursuant to clause 25 setting out the details of the requested change (**Change Request**).

4.2. If you issue a Change Request, we will, if we consider that we can accommodate the Change Request, provide you with a written proposal (**Change Proposal**) setting out:

(a) the likely time required to implement the changes;

(b) any variations to the Fees arising from the changes; and

(c) any consequential variation to the Agreement required by us.

4.3. No change to this Agreement shall be effective unless the change is implemented pursuant to this clause 4 or the change is otherwise agreed in writing by the parties.

5. Integration of the Licensed SDKs into Your App

5.1. You must carry out Product Integration as soon as reasonably practicable, but in any event no later than June 30, 2022.

5.2. We have no obligation to provide Implementation Services except to the extent we: (a) agree to comply with the separately agreed upon Implementation Plan; (b) as set out in the Commercial Details; and (c) as set out in clause 5.3.

5.3. We agree that the Licensed SDKs will support iOS platform utilizing Flutter toolkit and Android platform utilizing Flutter toolkit. The Parties agree that for Flutter integration elements that benefit both Parties, the Parties will work together to share code to speed up Product Integration.

5.4. As part of the Implementation Plan:

(a) we will provide the Implementation Services specified in an Implementation Plan (**Implementation Services**) within any timeframes for performing the Implementation Services set out therein; and

(b) you will comply with your obligations under the Implementation Plan.

5.5. Except where otherwise agreed in writing by us, all Product Integration costs shall be borne by you.

5.6. You must provide all cooperation, access to Personnel and information reasonably required by us to perform Implementation Services.

5.7. AHI will conduct a quality assurance test prior to the target go-live date (timeframe is estimated between 3-5 days) to verify that the Licensed SDKs have been properly integrated into Your App.

5.8. If Product Integration has not been completed in accordance with clause 5.1 due to your non-compliance with the Implementation Plan, the Documentation, any incompatibility or defect in or with Your App, or due to any other factor (other than our non-performance of the Integration Services) then without limiting any other provisions of this Agreement, you must promptly (and in any event, within 30 days of written request by us) do everything required to complete Product Integration in a commercially reasonable time-frame.

6. Licence

6.1. Subject to clause 6.3 and your compliance with this Agreement, we hereby grant you:

(a) a non-exclusive, non-assignable, non-sublicensable, non-transferable licence exercisable by and through your employees and Authorised Third Party Developers, to incorporate the Licensed SDKs into Your App for Product Integration in accordance with the Documentation and any applicable Implementation Plan; and

(b) a non-exclusive, non-assignable, non-sublicensable, non-transferable worldwide licence exercisable by and through your Users, to use the Licensed SDKs in the form integrated into Your App during Product Integration, subject to the Documentation (collectively, the **Licence**).

6.2. You must not use the Licensed SDKs in any way other than pursuant to the Licence.

6.3. Any parts of the Licensed SDKs that are Open Source Software are subject to the applicable Open Source Licence. All applicable Open Source Licenses and the components of the Licensed SDKs that are governed by them are documented in the *AHI MultiScan SDK Open Source Licences List* which is a separate document available from us upon your request.

6.4. You must not commit, permit or otherwise authorise the commission of any act that would or might invalidate or be inconsistent with our Intellectual Property Rights.

6.5. Without limiting clause 6.4, you must not and must not permit any person, including any User or Third Party Developer, to:

(a) resell, on-sell, assign or transfer the Licensed SDKs or purport to do so;

(b) license, sublicense, or provide others with access to, the Licensed SDKs (however, you may license your End Users to use the Licensed SDKs on a non-exclusive, non-assignable, non-transferrable, non-sublicensable, revocable basis solely for them to use the Licensed SDKs from within Your App in the usual course of operating Your App as an end user);

(c) “frame”, “mirror” or serve any of the Licensed SDKs on any web server or other computer server over the internet or any other network;

(d) copy, alter, modify, adapt, create derivative works from, reproduce, distribute, resell, transfer to a third party, reverse assemble, disassemble, reverse engineer, decompile, reverse compile or enhance the Licensed SDKs (except as may be expressly permitted by applicable copyright law);

(e) store, transmit or distribute, or permit the storage, transmission or distribution of, any virus or Your Data or other material using any Licensed SDKs that is unlawful, harmful, threatening, defamatory, infringing, offensive or in breach of any person’s rights or Applicable Law;

(f) use any Licensed SDKs in any way which is in breach of any right of any person or any Applicable Law;

(g) use the Licensed SDKs or any part of them (or allow them to be used) (including any component of any graphical user interface or the look and feel of the Licensed SDKs) to develop, or contribute to the development of, any software or product competitive with the Licensed SDKs;

(h) alter, remove or tamper with any trade marks, patent or copyright notices, confidentiality legend or notice, any numbers or other means of identification used on or in relation to the Licensed SDKs;

(i) use the Licensed SDKs to violate all or any legal rights of any person or company or other entity in any jurisdiction; or

(j) introduce malicious programs into the AHI Platform (e.g., viruses, worms, Trojan horses, e-mail bombs).

6.6. You must:

(a) not permit a Third Party Developer to use the Licensed SDKs unless they are an Authorised Third Party Developer; and/or

(b) ensure that your Authorised Third Party Developers only use the Licensed SDKs to incorporate the Licensed SDKs into Your App for Product Integration in accordance with the Documentation and any applicable Implementation Plan.

6.7. You acknowledge that the integrity of the Licensed SDKs is protected by technical protection measures (**TPMs**) to prevent Intellectual Property Rights, including copyright, in the Licensed SDKs from being misappropriated. You must not attempt in any way to remove or circumvent any TPM in the Licensed SDKs.

7. Licensed SDK versions and support

7.1. During the Term, we may release updates of the Licensed SDKs (**Update**). We will not charge you any fee to provide you with any Updates.

7.2. AHI will provide Support Services in respect of the Licensed SDK during the Term until such time we deem an Update is required. In the event an Update is required, you will be notified and provided a 12-month grace period to accept the Update, and upon expiry of that period you will not be able to use any previous version.

7.3. The provisions of this Agreement that apply to the Licensed SDKs will apply equally to any Updates that we provide to you.

7.4.

7.5. We agree that future Updates can be internally beta tested by you, free of charge for up to 20 internal Beta Users until the Update release is made available to you.

8. The AHI Platform

8.1. We will configure the AHI Platform within the 20 Business Day period after completion of Product Integration to enable Your App to make calls to the AHI Platform via the Licensed SDKs (**AHI Platform Configuration**).

8.2. Following Platform Configuration we undertake to use commercially reasonable efforts to arrange the hosting of the AHI Platform during the Term in accordance with the Availability Target set out in the SLA.

8.3. Any failure by us to meet the Availability Target shall not constitute a breach of this Agreement.

9. Risk Inference Reference Information

9.1. Any Risk Inference Reference Information that you may obtain from the AHI Platform is general in nature and does not constitute our advice or recommendations and may be obtained from third parties.

9.2. In respect of any Risk Inference Reference Information that you or an End User may obtain from the AHI Platform and/or via the use of the Licensed SDKs, we do not represent or warrant:

(a) the accuracy or correctness of such Risk Inference Reference Information; or

(b) the relevance or suitability of such Risk Inference Reference Information to you, Your App or any User.

9.3. You must independently verify that any Risk Inference Reference Information that you or an End User obtains from the AHI Platform and/or use of the Licensed SDKs is accurate, correct, relevant and suitable before it is relied upon by you, your Personnel, Your App or any User.

9.4. The information provided by the AHI Platform and the Licensed SDKs does not constitute medical advice and we do not provide health diagnoses of any kind.

9.5. We do not provide, nor do we represent that we provide, any medical advice or health diagnoses. Further, we do not represent or warrant that any use of the AHI Platform or the Licensed SDKs will result in the diagnosis, detection, treatment, cure or prevention of any medical disorder, illness or condition.

9.6. You:

(a) agree that you have assessed the AHI Platform and the Licensed SDKs as being suitable for your and your Users' requirements;

(b) agree that to the maximum extent permitted by Law, you use the AHI Platform and the Licensed SDKs at your sole risk; and

(c) hereby irrevocably release us from and against any claims that you might otherwise have against us in connection with any:

(i) Risk Inference Reference Information; and

(ii) other information,that you, your Personnel, Your App or any End User may receive directly or indirectly from the AHI Platform, the Licensed SDKs or Your App.

9.7. As between you and us, you are solely responsible for:

(a) any healthcare or medical advice, treatment plans, suggestions, exercises and regimes that you provide or recommend to any User;

(b) the accuracy, efficacy and results of any health information (including to the extent that any information from the AHI Platform and/or the SDKs constitutes health information) and advice, and for any clinical reports, health assessments, health care plans, treatment plans, clinical advice, suggestions, exercises, regimes, recommendations, services, clinical or remedial procedures, prescriptions and health services that you provide to any person (individually, a "**Healthcare Service**" and collectively, "**Healthcare Services**"), and for any claims arising in connection with any Healthcare Service that you supply or fail to supply.

9.8. You must indemnify us in respect of any loss and/or damage that we incur in respect of any claim in connection with any Healthcare Service that you provide or fail to provide to any person.

9.9. We do not provide, or represent that we provide, any Healthcare Service and we are not a party to any contract for the provision or receipt of any Healthcare Service. Further, we do not represent or warrant that the AHI Platform and/or the Licensed SDKs or any Users' use of any information generated or provided by them will result in the diagnosis, cure or prevention of any medical disorder or illness or that they are suitable for any End User's specific requirements.

10. Ownership and use of Your Data

10.1. As between you and us, you own all Intellectual Property Rights in Your Data.

10.2. You license us and our suppliers on a non-exclusive, non-transferable, royalty-free basis throughout the Term to use Your Data to provide the Services to you (**Data Licence**). The Data Licence is irrevocable and non-terminable during the Term.

10.3. We shall not be responsible for any loss, destruction, alteration or unauthorised disclosure of any Your Data, except in relation to liability that cannot lawfully be excluded or where caused by our wilful misconduct or intentional misuse of Your Data.

10.4. You warrant and represent that:

(a) Your Data and the collection, processing, storage and/or disclosure of it by us as part of the Services or as otherwise required by Applicable Law will not breach any Applicable Law or right of any person; and

(a) you will ensure at all applicable times that the use, hosting, transmission, modification, processing, collection, holding and disclosure of Your Data via the Licensed SDKs or the AHI Platform does not breach any Applicable Law or any person's rights, and that all relevant consents have been obtained by you as lawfully required for us and our personnel to collect, hold, disclose and otherwise process any Personal Data in the course of performing our obligations or exercising our rights under the Agreement or pursuant to Applicable Law.

10.5. As between you and us, you are solely responsible for the accuracy, legality and quality of all Your Data, for any claims arising in respect of Your Data and for obtaining any permissions, consents, licences, rights and authorisations necessary for us and our suppliers to use, host, modify, hold, transmit, process, store and disclose Your Data in connection with this Agreement.

10.6. If we receive a request from any person for the provision of Personal Data in any Your Data we will forward a copy of the request to you, unless Applicable Law prohibits us from doing so, and you must provide all assistance that we require to comply with our legal obligations in connection with any such request.

10.7. You must indemnify us in respect of any loss and damage that we incur in respect of any claim that any Your Data is lost, unavailable, deleted or corrupted or that the transmission, storage, hosting, disclosure, access or use of Your Data by us or our suppliers, or the processing thereof by us or them, for the proposes of this Agreement, infringes the Intellectual Property Rights or other rights of any person or breaches any Applicable Law, except to the extend caused by our breach of this Agreement.

11. Intellectual Property Rights

11.1. Nothing in this Agreement affects the ownership of any Intellectual

Property Rights owned by either party prior to the Commencement Date.

11.2. As between you and us, we own all Intellectual Property Rights in the Licensed SDKs (other than Open Source Software), the AHI Platform and the Documentation, and any updates, upgrades, new versions, and other modifications of the Licensed SDKs, AHI Platform and Documentation. You must not represent that you own the Licensed SDKs, AHI Platform or Documentation or any updates, upgrades, new versions and other modifications of the Licensed SDKs, AHI Platform and/or the Documentation.

11.3. Except as expressly stated herein, this Agreement does not grant you or any third party any rights to or in patents, copyright, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other Intellectual Property Rights or other rights or licences in respect of the Licensed SDKs, AHI Platform or the Documentation.

11.4. You must not directly or indirectly do anything that would or might invalidate, jeopardise, limit, interfere with or put in dispute our or our licensors' ownership in or rights with respect to the Licensed SDKs, AHI Platform or Documentation.

11.5. You may not do or authorise the commission of any act that would or might invalidate or be inconsistent with our or our licensors' Intellectual Property Rights in the Licensed SDKs, the AHI Platform or any Documentation.

11.6. You hereby assign to us all and any Intellectual Property rights that you may have in all and any comments in connection with the Licensed SDKs, the AHI Platform or requests for any new Licensed SDK or AHI Platform features that you or your officers, employees or agents may suggest or create (each, an **Improvement Suggestion**). Each Improvement Suggestion becomes our sole and exclusive property. This assignment is effective as soon as you or your officers, employees, and agents create any Improvement Suggestion or disclose an Improvement Suggestion to us including where applicable under applicable Copyright Law. You must execute and procure from your officers, employees and agents the execution of any documentation reasonably required by us to give effect to: (a) the assignment to us of all Intellectual Property Rights that they may have in any Improvement Suggestions; and (b) a waiver for us and any third parties authorised by us to exploit any Moral Rights that they may have in any Improvement Suggestions.

11.7. You must not:

(a) use any of our trade marks or other marks (collectively, **Marks**) without our prior written consent; or

(b) contest any Mark, apply for registration of any Mark or use or apply for registration of any trade mark, trade name, business name, company name or domain name that incorporates any element that is confusingly similar to any Mark.

11.8. Except as expressly provided in this Agreement, you have no rights in respect of any Marks or their associated goodwill. You hereby acknowledge that all such rights and goodwill inure for the benefit of, and are (and will remain) vested in, us.

11.9. We will indemnify you from and against any liability, loss, damage and reasonable costs arising out of any proceeding brought by any third party alleging that you are infringing that third party's Intellectual Property Rights by using the Licensed SDKs in accordance with the Licence (**IP Claim**), provided that:

(a) you notify us immediately upon receipt by you of notice of any IP Claim or upon you suspecting or having reasonable cause to suspect that such an IP Claim may be made;

(b) you do not make any admission or settlement of any IP Claim without our prior written consent;

(c) you give us sole control of the defence and any negotiations for compromise; and

(d) you provide such assistance in connection with the IP Claim, as we may require.

11.10. If the Licensed SDKs becomes the subject of any IP Claim, you must permit us if, and as we consider appropriate:

(a) to replace all or part of the Licensed SDKs with functionally equivalent software;

(b) to modify the Licensed SDKs as necessary to avoid such claim; and/or

(c) to procure a licence from the relevant complainant to allow you to continue using the Licensed SDKs for the balance of the Term.

11.11. If in the above circumstances we are unable to procure for you the right to continue using the Licensed SDKs, or to provide you with functionally equivalent non-infringing software, or to modify the Licensed SDKs, as necessary to avoid the IP Claim, this Agreement and the Licence may be terminated by us.

11.12. Notwithstanding any other provisions of this Agreement, we shall have no liability for or in connection with any IP Claim if such claim is caused by or arises out of:

(a) your use of the Licensed SDKs in combination with software or hardware not supplied or approved in writing by us if such infringement could have been avoided by not combining, operating or using the Licensed SDKs with such software and/or hardware;

(b) any modification of the Licensed SDKs created by any person other than us;

(c) code or content in Your App or the integration of the Licensed SDKs into Your App;

(d) Your Data or any other content or data used or transmitted by, you, your Personnel or any End User;

(e) use of the Licensed SDKs knowingly in breach of any person's rights; or

(f) your breach of any Open Source Licence or this Agreement.

11.13. As between you and us, you, and not us, shall be solely liable for any claims made by any third party in connection with any of the matters referred to in clause 11.12 (a) – (f) and you must indemnify us from and against any liability, loss, damage and reasonable costs arising out of any of those matters.

12. Confidentiality

12.1. Each party (the **first party**) agrees and acknowledges that it may receive information of the other party marked as confidential or has the quality of confidential information during the Term of this Agreement (**Confidential Information**).

12.2. The first party agrees and acknowledges that the Confidential Information of the other party will be received and held by the first party in strict confidence and will not be disclosed by the first party, except:

(a) as required to perform its obligations under this Agreement;

(b) with the prior written consent of the other party;

(c) as must be disclosed by Applicable Law;

(d) where disclosed to its Personnel on a confidential basis;

(e) as required by the rules of any stock exchange; or

(f) as required by a court of competent jurisdiction, and then, only to the extent required, and provided that the first party promptly notifies the other party of such requirement of disclosure and provides full particulars to the other party of the disclosure.

12.3. The first party must use reasonable endeavours to ensure that its Personnel keep the other party's Confidential Information that the first party provides to its Personnel confidential.

12.4. Confidential Information does not include any information:

(a) that is independently developed, obtained or known by the first party, without relying on confidential information received by the first party from the other party;

(b) that the first party can prove was already rightfully known by it at the time of disclosure to it as shown by contemporaneous records;

(c) which is or becomes available to the first party from a third party lawfully in possession of such information and who has the lawful power to disclose such information to the first party on a non-confidential basis; or

(d) that is in the public domain or becomes part of the public domain except where due to a breach of this Agreement or any breach of any obligation of confidence.

12.5. Our Confidential Information includes:

(a) this Agreement;

(b) all parts of the Licensed SDKs and the AHI Platform (including any designs, graphical user interface, the layout of any elements of the Licensed SDKs, the AHI Platform and the look and feel of the Licensed SDKs, the AHI Platform and any Custom Software);

(c) the Documentation;

(d) all Intellectual Property Rights and any proprietary and technical data, trade secrets, patented and unpatented inventions, discoveries, works, improvements, innovations, ideas, concepts, graphs, flow charts, materials, samples, devices, models, know how, techniques, operations, dealings, processes, procedures, secret formula, computer hardware and software programs and designs, drawings, technology, machinery or equipment used or proposed to be used or developed in connection with the Licensed SDKs;

(e) all advertising and marketing information and material provided by us to you; and

(f) the Object Code and Source Code in the Licensed SDKs and AHI Platform,

(collectively, **AHI Confidential Information**).

12.6. The AHI Confidential Information is not your Confidential Information and you must not use, modify, reproduce, release, perform, display or disclose it except as is strictly necessary for you to use the Licensed SDKs in accordance with the Licence.

13. Fees and Payment Terms

13.1. You must pay the Fees to us in accordance with the Payment Terms.

13.2. The Fees are exclusive of GST and you agree to pay to us all applicable GST that we incur in connection with this Agreement. You must pay all applicable GST, at the same time as the Fees, in accordance with the Payment Terms.

13.3. If you fail to make any payment due to us for any undisputed amounts under this Agreement by the due date for payment, then, without limiting our remedies, you shall pay interest on the overdue amount at the rate of 10% per annum (or if such rate is not permitted under Applicable Law, the highest rate of interest that may be charged under Applicable Law). Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment and you shall pay the interest together with the overdue amount upon demand by us.

13.4. If we have not received payment of any Fees by the due date in accordance with the Payment Terms and after a 30 day cure period, then without prejudice to any of our other rights and remedies, we may, without liability to you, suspend the operation of the Licensed SDKs, the AHI Platform and/or all or any part of our obligations under the Agreement.

14. Fee Disputes

14.1. If you, acting reasonably, dispute an amount invoiced by us, you:

(a) must pay the undisputed amount of the invoice by the due date;

(b) must notify us of the dispute and the reasons for the dispute within 21 days of receipt of the invoice; and

(c) may withhold payment of the disputed part of the invoice until the dispute is resolved in accordance with clause 27 (Dispute Resolution).

14.2. On resolution of the dispute in our favor, you must pay any additional amounts agreed or determined to be payable, plus interest at the rate of 10% per annum (or if such rate is not permitted under Applicable Law, the highest rate of interest that may be charged under Applicable Law), accruing daily from the date when the invoiced amount was due for payment until the date on which payment is made.

14.3. You shall pay all legal and debt collection fees, costs and disbursements incurred by us in enforcing your payment obligations under this Agreement.

14.4. You must not withhold payment of any Fees except any Fees that are disputed under clause 14.1.

15. Professional Services

15.1. We have no obligation to provide any professional services under this Agreement except as set out in the Commercial Details.

16. Support Services

16.1. We will provide the Support Services in relation to the Licensed SDKs, subject to the provisions of the Service Level Agreement.

17. Training Services

17.1. We will provide you with the allocated number of hours of online-based training set out in the Commercial Details in the use of the Licensed SDKs.

17.2. The start date of the Training Services will be determined by you and us.

17.3. If Training Services are to be provided on your premises, you will be responsible for all reasonable costs and expenses of our Personnel and all trainees in connection with travel to and attendance at the training, including with respect to accommodation, meals and transport (**Expenses**). You must reimburse us for all Expenses that we incur within twenty-eight (28) days of the date of any invoice we issue to you for any Expenses.

18. Software Development Services

18.1. We have no obligation to provide any software development services under this Agreement unless you and we execute a Statement of Work specifying the software development services to be provided and the software to be developed (**Custom Software**).

18.2. You will pay the Fees set out in or referred to in the Statement of Work on a time and materials basis for all time spent carrying out our obligations under this clause 18.

18.3. Except as otherwise agreed in a Statement of Work, we own all Intellectual Property Rights in all Custom Software. To the extent that we do not automatically own all such Intellectual Property Rights, you hereby assign all such Intellectual Property Rights to us. The assignment under this clause 18.3 includes an assignment of future copyright under applicable Copyright Law.

18.4. Any Custom Software developed will be subject to the same provisions of the Agreement that apply to Licensed SDKs except as otherwise expressly specified to the contrary in the applicable Custom Development Statement of Work.

19. Third Party Developers

19.1. Under no circumstances may you permit any Third Party Developer to access, download, or use any of the Licensed SDKs or any other product (including Your App) that uses or incorporates any of the Licensed SDKs, unless they are your Third Party Developers who have each entered into a Third Party Developer Licence Agreement.

19.2. You must:

(a) cause each Third Party Developer to enter into a Third Party Developer Licence Agreement with us and provide us with the Third Party Developer Licence Agreement (in the form set out in Annexure A); and

(b) wait for us to approve the Third Party Developer Licence Agreement (in our absolute discretion) and where approved by us, execute the Third Party Developer Licence Agreement,

prior to permitting any Third Party Developer engaged by you to access, download or use any of the Licensed SDKs or Your App which uses or incorporates any of the Licensed SDKs.

19.3. Following our execution of a Third Party Developer Licence Agreement that has been executed by your Third Party Developer, we will provide the fully executed copy to you, and such Third Party Developer shall only from that time be deemed to be an Authorised Third Party Developer.

20. Force Majeure Event

20.1. Each party will not be liable to the other party for any breach of this Agreement to the extent that it is caused or contributed to by a Force Majeure Event.

21. Liability

21.1. Except to the extent that such liability cannot be excluded by Applicable Law, neither party is liable to the other party for any Consequential Loss whether arising in contract, tort (including negligence) or otherwise, and whether the loss or damage is foreseeable or not.

21.2. For any loss or damage that is not otherwise excluded by the provisions of this Agreement, our liability is capped, in the aggregate, to the value of the Fees paid by you under this Agreement, and which cap is reduced to the extent that you or any Force Majeure Event caused or were responsible for such loss or damage.

21.3. You hereby indemnify us in respect of all and any loss and damage incurred by us as a result of any breach by you of your obligations under this Agreement or as a result of Your App infringing the rights of any person or breaching any Applicable Law. You warrant and represent that Your App and all use thereof by us for the purposes of this Agreement, will not infringe the rights of any person or breach any Applicable Law.

21.4. Notwithstanding any other provisions of this Agreement, a party's liability is not limited under the Agreement with respect to:

(a) liability under any indemnity specified in the Agreement;

(b) liability that cannot be limited by law; or

(c) liability for the party's wilful misconduct or intentional breach of the Agreement.

22. Warranties and implied guarantees

22.1. Each party warrants that:

(a) it has full capacity, authority and all necessary consents to enter into and to perform this Agreement and to grant the rights referred to in the Agreement and that the Agreement is executed by its duly authorised representative and represents a binding commitment on it; and

(b) it shall comply with all Applicable Laws in the performance of its obligations under this agreement.

22.2. You warrant that your entering into and/or performance of your obligations under this Agreement does not and will not violate or conflict with or result in a breach of, or constitute a default under, or result in the imposition of, any encumbrance under the provisions of your constitution or any contract or other instrument. If any such conflict, breach or default occurs or is likely to occur:

(a) you must immediately disclose full particulars of the actual and/or likely conflict, breach or default and you must indemnify us for any loss or damage that we may incur as a result thereof; and

(b) we may terminate this Agreement by notice to you.

22.3. You warrant that you have made full disclosure to us of all information which would be material to our decision as to whether or not to enter into this Agreement and that the information given by or on your behalf to us to date is true, complete and accurate in all respects and none of that information is misleading whether by inclusion of misleading information or omission of material information or both.

22.4. The goods and services supplied under this Agreement may come with implied non-excludable guarantees which are regulated by applicable Consumer Law. The extent of the implied guarantees depends on whether you are a 'consumer' of goods or services within the meaning of that term pursuant to the Consumer Law.

22.5. If the goods or services supplied by us to you are supplied to you as a 'consumer' of goods or services within the meaning of that term in the Consumer Law as amended you will have the benefit of certain non-excludable rights and remedies in respect of the goods or services and nothing in the Agreement excludes or restricts or modifies any condition, warranty, guarantee, right or remedy which pursuant to the Consumer Law. However, if the goods or services are subject to a non-excludable condition, warranty, guarantee, right or remedy implied by the Consumer Law and the goods or services are not ordinarily acquired for personal, domestic or household use or consumption, then to the permitted under the Consumer Law, we limit our liability for breach of any such non-excludable warranty, guarantee, right or remedy implied by the Consumer Law or expressly given by us to you, in respect of each of the goods and services, at our option, to one or more of the following:

(a) if the breach relates to goods:

(i) the replacement of the goods or the supply of equivalent goods;

(ii) the repair of such goods;

(iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or

(iv) the payment of the cost of having the goods repaired; and

(b) if the breach relates to services:

(i) the supplying of the services again; or

(ii) the payment of the cost of having the services supplied again.

22.6. Other than with respect to any non-excludable guarantees implied into this Agreement under the Consumer Law, to the maximum extent permitted by law (and if permitted by law):

(a) all conditions, warranties and guarantees implied in the Agreement are excluded, to the extent possible by law;

(b) we do not represent that the information obtained via the Licensed SDKs or the AHI Platform is accurate, correct, up-to-date or error free;

(c) we do not warrant that any Licensed SDKs or the AHI Platform are error-free or will operate accurately, correctly or without interruption or will achieve your intended results; and

(d) you accept sole responsibility for the selection of the Licensed SDKs and AHI Platform to achieve your intended results and for any results that you, your Personnel or Users obtain therefrom.

23. Insurance

23.1. Each party will during the Term obtain and maintain the following insurances:

(a) cyber liability and privacy protection insurance in the amount of two million dollars ($2,000,000); and

(b) any other insurance that the party must obtain under Applicable Law.

23.2. For each insurance policy taken out by a party in accordance with this Agreement it will provide the other party (upon request only) with a certificate of currency which identifies the insurer, policy number, term of the policy, type of insurance and limits of liability for the cover.

24. Suspension and Termination

24.1. Until the end of the period being 13 calendar months after the Go-Live Date of the Your App following Product Integration, we shall have the right to terminate this Agreement upon 90 days written notice if you fail to achieve a minimum of 200,000 uniqueActive Users, within 1 calendar year of the Go-Live Date.

24.2. We may temporarily and/or permanently suspend and/or disable the performance of the whole or any part of any Licensed SDKs, the AHI Platform or Services and/or your Personnel's and Users' access to and use of any Licensed SDKs, the AHI Platform or Services by way of TPM or otherwise if we know or reasonably suspect that:

(a) you are in breach of the Agreement;

(b) any of your Personnel have not used or are not using the Licensed SDKs in compliance with the Licence;

(c) any Authorised Third Party Developer is in breach of the applicable Third Party Developer Licence Agreement; or

(d) we determine that you or any of your Personnel's use of the Licensed SDKs is likely to lead to any third party instituting or threatening legal proceedings against us or any other person.

24.3. A party (the **first party**) may terminate this Agreement by written notice to the other party (the **Defaulting Party**) if the Defaulting Party is in material breach of this Agreement which is not remediable, or if capable of remedy and the Defaulting Party fails to remedy the material breach within thirty days (30) days of written notice from the first party requiring the remedying of the breach.

24.4. A party may terminate this Agreement by written notice to the other party if the other party suffers an Insolvency Event.

24.5. A party may terminate this Agreement to the extent that any demand of any regulator or government authority having jurisdiction over the subject matter of this Agreement makes a demand for that party to discontinue or substantially modify this Agreement, upon written notice to the other parties, in which case no party shall be deemed to be in default of the Agreement by reason of such termination.

24.6. We may terminate this Agreement, the Licence or our provision of any Services, if:

(a) Except as provided under clause 28.2, you undergo a Change of Control without our prior written consent;

(b) you breach, challenge or dispute the validity of any of our Intellectual Property Rights;

(c) you purport to assign any of your rights or novate any of your obligations under this Agreement without our prior written consent;

(d) you breach any Applicable Law or any person's rights; or

(e) a third party provider ceases to provide hardware, software, products, licences or services that we require to comply with our obligations under this Agreement.

24.7. If this Agreement is terminated or expires for any reason:

(a) any rights or obligations that, by their nature, survive termination shall so survive;

(b) you shall promptly return to us all copies of any of our Confidential Information and Documentation in your possession or control, or if required by us, destroy all such copies of our Confidential Information and Documentation, except that any digital backup files automatically generated by your customary electronic data processing system may be retained and properly stored as confidential files for the sole purpose of backup and will be deleted in accordance with your retention policy

(c) in the absence of any direction from you within 30 days following termination or expiry of this Agreement, we shall delete all Your Data that remains in our possession or control;

(d) we do not have any obligation to provide you with any refund, except to the extent that we must do so pursuant to Applicable Law;

(e) your right to use and access the Licensed SDKs, the AHI Platform and any Documentation immediately ceases; and the Licence will immediately terminate.

24.8. If this Agreement or any part of it is terminated prior to the expiry of the Initial Term or any then current Renewal Term (other than due to our breach of the Agreement or any termination of all or part of the Agreement by us under clause 24.5), then without prejudice to any of our other rights, you must pay any amounts (collectively, the **Outstanding Amount**) which we calculate or reasonably estimate would have been payable by you under the Agreement for the remainder of the Initial Term (or then current Renewal Term, if applicable) had the Agreement or any part of it not been terminated. If an Outstanding Amount is payable, we will send you a tax invoice in respect of the Outstanding Amount and you will pay this invoice within twenty eight (28) days. Payment under this clause 24.7 is not intended to be, and will not be punitive and is intended to compensate us for reasonable losses that we will suffer resulting from the early termination of the Agreement.

25. Ongoing Obligations after Termination

25.1. If, on or prior to the date of termination of this Agreement, you provide us with written notice of your intention to do so, for a period of up to 2 years, you may continue to use the Licensed SDKs in accordance with the Licence as if it had not terminated, and we agree to host and operate the AHI Platform, for Users who are Active Users as at the termination date During such period, any User who is not an Active User as at the termination date, may not use Your App in connection with the Licensed SDKs. During such period, the Fees and SLA will continue as in existence at the termination date.

26. Notices

26.1. All notices required or permitted to be made under this Agreement shall be in writing and may be delivered if: (a) delivered in person; (b) sent by post to the Licensee's postal addresses identified in the Commercial Details; or (c) sent by email to the Licensee's email addresses identified in the Commercial Details. If notice is delivered in person, notice shall be effectively given upon delivery. If notice is sent by post within Australia, notice shall be effectively given the next Business Day after posting if sent by express post, or 6 Business Days after posting if sent by ordinary post. If notice is sent by post internationally, notice shall be effectively given upon the sender receiving confirmation of delivery from the applicable postal service. If notice is sent by email, notice shall be deemed to have been effectively given on the day it is transmitted if the sender receives a read or delivery receipt confirming delivery or receipt of the email or a reply to the email. Any party may change its address for notice hereunder by giving written notice to the other party in accordance with this clause 26.1.

26.2. Text messages, instant messages, messages sent through social media websites, and similar messages are not considered "written" or "in writing" for the purposes of this Agreement.

27. Dispute Resolution

27.1. If a dispute arises between the parties out of or relating to this Agreement (**Dispute**), each party must seek to resolve it strictly in accordance with the provisions of this clause 27. Compliance with the provisions of this clause is a condition precedent to seeking relief in any court in respect of the Dispute, except as otherwise provided in this clause.

27.2. A party seeking to resolve a Dispute must notify the existence and nature of the Dispute to the other party (**Notification**). Upon receipt of a Notification, each party must refer resolution of the Dispute to their chief executives or lawyers.

27.3. If the Dispute has not been resolved within one (1) calendar month of the Notification, then each party will be entitled to submit such dispute to arbitration in New York City, New York before a single arbitrator of the American Arbitration Association (**AAA**). The parties agree that the arbitrator shall be selected by application of the rules of the AAA, or by mutual agreement of the parties, except that such arbitrator must be an attorney admitted to practice law in New York. No party will challenge the jurisdiction or venue provisions as provided in this Agreement. Nothing in this clause 27 shall limit either party's right to seek urgent interlocutory relief from any court of competent jurisdiction at any time.

28. General

28.1. Assignment: You shall not assign, transfer, license or novate your rights or obligations under this Agreement without our prior written consent. Any such assignment, transfer, license or novation without our prior written consent is void.

28.2. Notwithstanding clause 28.1, either Party may assign or transfer this Agreement and its rights and obligations hereunder to a successor-in-interest to such Party as a result of a merger, consolidation or corporate restructuring or to a purchaser of all or substantially all or part of the business of that Party, provided that any such transfer or assignment shall require the assignee to assume the duties and obligations contained in this Agreement.

28.3. Waiver: No exercise or failure to exercise or delay in exercising any right or remedy by a party shall constitute a waiver by that party of that or any other right or remedy available to it.

28.4. Invalidity: If any provision of this Agreement or its application to any party or circumstance is or becomes invalid or unenforceable to any extent, the remainder of the Agreement and its application shall not be affected and shall remain enforceable to the greatest extent permitted by law.

28.5. Relationship: Nothing contained in this Agreement creates any partnership, employment, joint venture or agency between the parties.

28.6. Entire Agreement: This Agreement is entered into as an agreement. It constitutes the entire agreement of the parties about its subject matter and supersedes all other proposals, prior agreements, oral or written, arrangements, agreements and all other communications between the parties about its subject matter.

28.7. Amendments: This Agreement may be amended only by a written document signed by all parties and a provision of or a right under this Agreement may not be waived or varied except in writing signed by
the party to be bound.

28.8. Jurisdiction: This Agreement and all disputes arising under this Agreement shall be governed by and interpreted in accordance with the laws of New York, USA, without regard to principles of conflict of laws

28.9. Counterparts: This Agreement may be executed (including via DocuSign or similar) in counterparts provided that no binding agreement shall be reached until the executed counterparts are exchanged. A counterpart of a document exchanged by email shall constitute evidence of the execution of the original.

29. Definitions and interpretation

29.1. In this Agreement, terms in bold font in brackets have the meanings given thereto as set out in the applicable clauses in which they are defined. Any word starting with a capital letter that is not otherwise defined in this document, shall have the meaning given to it in the SLA. In addition, in these Terms and Conditions the following words have the following meanings:

Agreement means: (1) the Commercial Details; (2) the Fee Schedule; (3) these Terms and Conditions; (4) the Service Level Agreement; and (5) the applicable Data Processing Agreement specified in the Commercial Details.

Applicable Law means any applicable act, law, legislation, rule of the general law, including common law and equity, judicial order or consent or requisition from, by or with any governmental agency, including any Data Protection Law in any applicable jurisdiction.

Authorised Third Party Developer means a person who is deemed to be such pursuant to clause 19.

Beta User means your Personnel who participate in beta testing of future planned releases of a Licensed SDK.

Business Day means any day from Monday to Friday in Western Australia, excluding public and bank holidays in Western Australia. **Business Hours** means 9:00 am – 5:00 pm on Business Days.

Change of Control means a change in the beneficial ownership of more than 50% of: (a) the issued share capital of a company; or (b) the legal power to direct or cause the direction of the general management of the company.

Commencement Date means the commencement date specified in the Commercial Details.

Commercial Details means the table of this document under that heading.

Consequential Loss means any Loss that is:

(a) indirect or consequential to another loss;

(b) loss or damage being or caused by a loss of revenue, loss of profits, loss of savings or anticipated savings or business, loss of data, loss of opportunity, loss of goodwill or expectation loss;

(c) a special, punitive or exemplary loss or damage (including, without limitation, any penalty or fine imposed); or

(d) a pure economic loss.

Consumer Law means any applicable act, law, legislation, rule of the general law, including common law and equity, judicial order or consent or requisition from, by or with any governmental agency, relating to consumer protections in any applicable jurisdiction.

Copyright Law means any applicable act, law, legislation, rule of the general law, including common law and equity, judicial order or consent or requisition from, by or with any governmental agency, relating to copyright in any applicable jurisdiction.

Custom Software has the meaning given to it in clause 18.1.

Data Processing Agreement means the applicable data processing agreement(s) specified in the Commercial Details.

Data Protection Law means any applicable act, law, legislation, rule of the general law, including common law and equity, judicial order or consent or requisition from, by or with any governmental agency, relating to privacy and/or data protection law in any applicable jurisdiction.

Documentation means any information, materials or documents (whether in electronic form or not) referring to or describing the Licensed SDKs, the AHI Platform and/or Services that we provide to you, including any written specifications, user guides, manuals and explanatory materials.

Fees means the fees, rates and charges that are payable by you to us under this Agreement, as set out in the Fee Schedule or otherwise agreed in writing between you and us.

Force Majeure Event means any act, event, omission, accident or circumstance beyond our reasonable control.

GDPR means the EU General Data Protection Regulation.

Go-Live Date means the date that Your App including the Licensed SDKs is first made available to the public and/or for download from the Apple App Store or Google Play.

GST means any applicable value-added tax levied on the supply of good and services.

Implementation Plan means a written plan agreed in writing between you and us for the integration of the Licensed SDKs with Your App.

Initial Term means the initial term as set out in the Commercial Details.

Insolvency Event means, in respect of a party: (a) the party ceases to carry on business, is unable to pay its debts as and when they fall due, or is deemed to be insolvent or bankrupt; (b) a receiver or a liquidator or provisional liquidator or an administrator is appointed to the party, or an application (including voluntary application filed by that party) is lodged or an order is made or a resolution is passed for the winding up (whether voluntary or compulsory) of that party; (c) where the party is a partnership, the partnership is dissolved or an application is made for its dissolution; (d) the party suspends payment of its debts to the other party, or the party takes the benefit of any law for the relief of insolvent debtors; or (e) anything analogous or having a substantially similar effect to any of the events described in (a) through (d) above occurs under the law of any applicable jurisdiction.

Intellectual Property Rights means all current and future intellectual property rights, including all copyright, patents, trade marks, design rights, trade secrets, domain names, and other rights of a similar nature and all other rights to intellectual property as defined under Article 2 of the Convention Establishing the World Intellectual Property Organization, whether registrable or not and whether registered or not, and any applications for registration or rights to make such an application, anywhere in the World.

Licensed SDKs means the software development kits specified in the Commercial Details, including any new versions, updates, patches, and upgrades. Such SDKs may include: (a) libraries (including any binary libraries); (b) documentation; (c) software; (d) sample code; and (e) other materials supplied by us to you in connection with any such libraries, Documentation and sample code.

Level 1 Technical Support means first level support services including:

(a) providing a suitable mechanism for your Users to be able to report a fault to you in Your App for diagnosis (i.e support hotline, support emails etc); and

(b) basic investigation of faults reported by your Users.

Loss means any direct or indirect loss, cost, expense, penalties, fines, liability or damage including legal costs on a solicitor/client basis and any claim, demand or proceedings brought, or judgment or order obtained, by a third party.

Measurement Error has the meaning given to it in the SLA.

Moral Rights has the meaning given in the Copyright Act 1968 (Cth) or any similar or analogous rights in any applicable jurisdiction.

Object Code means computer code in a form that a computer can execute, when compiled or converted from its Source Code version.

Open Source Licence means the applicable licence that governs Open Source Software.

Open Source Software means any software licensed under any form of open source licence meeting the Open Source Initiative's Open Source Definition (http://www.opensource.org/docs/definition.php).

Parties or **parties** means you and us and Party or party means either you or us as the context dictates.

Payment Terms means any payment terms and conditions set out in the Fee Schedule.

Personal Data has the meaning given in the Data Processing Agreement.

Personnel means officers, agents, employees and subcontractors (excluding any Third Party Developer and Authorised Third Party Developer). We are not your Personnel and you are not our Personnel for the purposes of this definition.

Product Integration means the process of integrating the Licensed SDKs into Your App(s).

Risk Inference Reference Information means health risk information derived from applying a specific risk study to a set of scan results produced by the Licensed SDKs.

Scheduled Outage means any downtime of the AHI Platform scheduled by us or any of our suppliers in advance with respect to the hosting of the AHI Platform.

Service Level Agreement or **SLA** means the document entitled "Service Level Agreement (SLA)" attached to this MSA.

Services means the Implementation Services, Support Services (as that term is defined in the SLA), the Training Services, the processing of Your Data by the AHI Platform and any other services that we agree to supply pursuant to this Agreement.

Source Code means computer code in human-readable form, that when compiled becomes Object Code.

Statement of Work or **SOW** means a document entitled "Statement of Work" executed by you and us.

Support Request has the meaning given to it in the SLA.

Support Services has the meaning given to it in the SLA.

Term means the Initial Term and any applicable Renewal Terms.

Terms and Conditions means clauses 1 - 29 of this document.

Third Party Developer means a third party software developer engaged or to be engaged by you to provide software development services to you.

Third Party Developer Licence Agreement mean an agreement materially in accordance with as set out at Annexure A to this Agreement, subject to AHI approving the governing law and forum for the resolution of disputes in connection with same.

User means an end user authorised by you to use Your App.

Your App has the meaning given to it in the Commercial Details.

Your Data means all data entered into the AHI Platform via Your App.

29.2. In this Agreement, the following rules of construction applies, unless the context otherwise requires:

(a) headings and underlinings are for convenience only and do not affect the construction of the Agreement;

(b) a provision of the Agreement will not be interpreted against a party because the party prepared or was responsible for the preparation of the provision, or because the party's legal representative prepared the provision;

(c) currency or "$" refers to Australian Dollars;

(d) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;

(e) a reference to a clause, subclause or paragraph is a reference to a clause, subclause or paragraph of the Agreement;

(f) a reference to a subclause or paragraph is a reference to the subclause or paragraph in the clause in which the reference is made;

(g) a reference to time is to time in New South Wales;

(h) a reference to a person includes a reference to an individual, a partnership, a company, a joint venture, government body, government department, and any other legal entity;

(i) words in the singular shall include the plural and in the plural, shall include the singular;

(j) a provision of the Agreement shall not be construed against a party merely because the party or its solicitors prepared the provision;

(k) the phrases "specified in the Commercial Details" and similar, means specified as being applicable or in the affirmative in the Commercial Details;

(l) the Agreement shall not bind you or us until and unless the "Acceptance" section of the Commercial Details has been executed by both you and us; and

the words 'such as', 'including', 'includes' and similar expressions are not used as, nor are intended to be, interpreted as words of limitation and shall be interpreted as if the words "but not limited to" immediately followed them in each case.

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Service Level Agreement (SLA)

1. Definitions and Interpretation

1.1. This Service Level Agreement (**SLA**) forms part of the Agreement. In this SLA, definitions and any rules of construction in the attached Terms and Conditions, are hereby incorporated into this SLA by reference.

2. Availability Target

2.1. We will use our best endeavours to make the AHI Platform Available, as measured over each calendar month during the Term (each such calendar month, a **Service Period**), at least 99.5% of the time, excluding only the time it is not Available solely as a result of your breach of the Agreement, Your App, a Scheduled Outage, an outage of any infrastructure or hosting service supplied by Amazon Web Services or a Force Majeure Event. '**Available**' means the AHI Platform is available and operable for access by Your App via the Licensed SDKs.

3. Provision of Support Services

3.1. Where Support Services are specified in the Commercial Details, we shall use our best endeavours to respond to any request for:

(a) technical support with respect to any reproducible malfunction in the Licensed SDKs or the AHI Platform that you report to us that prevents the Licensed SDKs from performing materially in accordance with the Documentation (**Software Error**); and

(b) technical support with respect to an anthropometric measurement capture or result, or transdermal optical imaging capture or result (**Measurement Error**), in accordance with the applicable response times specified in clause 6.2 of this SLA (collectively, the **Support Services**).

4. Support Services Conditions

4.1. You must:

(a) provide us with prompt access to your technical environment, including any software, systems, equipment, and networks via remote access, as reasonably required by us to provide the Support Services; and

(b) provide us with access to all of your necessary Personnel and/or documentation as reasonably required by us to provide the Support Services.

5. Technical Support

5.1. The Support Services are limited to the provision of telephone and email support during Business Hours to your designated Personnel approved by us (**Support Staff**) to answer questions from your Support Staff.

5.2. The Support Services will be provided through our technical support hotline (via telephone or email) which operates during Business Hours. A support phone number and a support email address will be provided to you by us through which your Support Staff can request the Support Services referred to in clause 5.1.

5.3. If you require Support Services during the Term, you must notify us that you require technical support (**Support Request**) in accordance with the following procedure:

(a) you must issue a Support Request to us in accordance with clause 5.2;

(b) when issuing a Support Request, you must ensure that you provide to us:

(i) the impacted User's unique identification number as designated by us;

(ii) the make, model and operating system of the impacted User's mobile device (where applicable);

(iii) a detailed description of the Software Error or Measurement Error;

(iv) details of the version number of the Licensed SDK/s that the Personnel or User is experiencing the Software Error or Measurement Error with;

(v) evidence of the Software Error or Measurement Error; and

(vi) any other information reasonably required by us.

5.4. We shall have no obligation to provide any Support Services with respect to the Licensed SDKs or the AHI Platform to any of your Authorised Third Party Developers, Personnel or Users, other than your Support Staff.

5.5. You must provide Level 1 Technical Support to Users.

5.6. We may temporarily suspend the operation of the Licensed SDKs and/or the AHI Platform or your access to them as reasonably required by us to perform the Support Services.

6. Incident Support Service Prioritisation

6.1. We will prioritise support services requested by you under this SLA in accordance with the following incident severity code classification (as determined by us in our absolute discretion):

- Major (Severity 1) – A Software Error or Measurement Error which either (a) impacts an essential part of Your App; or (b) materially impacts your business operations.
- Normal (Severity 2) – An Error or Measurement Error which either (a) impacts a non-essential part of Your App; or (b) does not materially impact your business operations.

6.2. We will use reasonable endeavors to acknowledge the receipt of any relevant request for Support Services pursuant to this SLA within the following timeframes:

Severity Level	Target Response Time	Target Resolution Time
Severity Level 1	1 Business Hour	1 Business Day
Severity Level 2	4 Business Hours	5 Business Days

The Target Response Time is measured from the time we receive a Support Request. If a support request is sent outside Business Hours it shall be deemed to be received by us at 9.00 am on the next Business Day. The Target Resolution Time is measured from the time we acknowledge receipt of your Support Request.

6.3. We will use reasonable endeavors to resolve the Software Error or Measurement Error (including by providing a workaround) the subject of any Support Request, within the Target Resolution Time.

6.4. Support Levels are defined as:

Level	Provided By	Description
Level 1	You	Your Support Staff provides end user, first line support in accordance with Support Documentation
Level 2	AHI	Our Support Staff to provide support to your Designated Support Staff if a Support Request is unable to be resolved
Level 3	AHI	Our technical support staff to provide support to Level 2 Support Staff.

7. Exclusions

7.1. We shall have no obligation to provide any Support Services or other technical support with respect to the Licensed SDKs or the AHI Platform other than as expressly required pursuant to this SLA. In addition, and without limiting the foregoing provisions, we shall have no obligation to provide Support Services:

(a) for Software Errors or Measurement Errors occurring during a planned or scheduled outage by us or our hosting providers;

(b) with respect to any Software Error or Measurement Error resulting from your and/or your Third Party Developer's, Personnel's or Users' action or inaction;

(c) for errors caused by or in connection with a Force Majeure Event;

(d) any Software Errors or Measurement Errors caused by use of the Licensed SDKs in conjunction with any third-party software;

(e) for Software Errors or Measurement Errors resulting from third party software bugs and defects;

(f) with respect to Software Errors or Measurement Errors caused by or relating to your technical environment;

(g) with respect to any Error or Measurement Error caused by your and/or your Authorised Third Party Developer's Personnel's or Users' breach of the Agreement; or

(h) if you have failed to pay any outstanding Fees to us as and when due and payable.

Annexure A - Third Party Developer Licence Agreement

Third Party Developer Licence Agreement

This Third Party Developer Licence Agreement ("**Agreement**") is made and entered into on [insert date] by and between Advanced Human Imaging Limited ABN 85 602 111 115 of Unit 5, 71 - 73 South Perth Esplanade, South Perth WA 6151 ("**Licensor**") and [insert Third Party Developer name, ABN and address of licensee] ("**Licensee**", "**you**", "**your**").

1. Definitions and interpretation

1.1 In this Agreement:

'**AHI Software Development Kit**' means one or more software development tools supplied by the Licensor and described by the Licensor as a "software development kit" or "SDK" or that can be used to create applications incorporating smartphone-based human scanning technology. Such software development tools may include:

(a) libraries (including any binary libraries); (b) documentation; (c) software; (d) sample code; and (e) other materials supplied by the Licensor to the Licensee in connection with any such libraries, documentation and sample code.

'**Commencement Date**' means the date on which a copy of the Licensed SDKs are delivered to you or made available to you by the Licensor or the Partner.

'**Confidential Information**' means all information provided by the Licensor to the Licensee in connection with this Agreement where such information is identified by the Licensor as confidential at the time of its disclosure or has the quality of confidential information, but excluding information which is:

(a) on receipt by the Licensee, in the public domain or which subsequently enters the public domain without any breach of this Agreement; or

(b) on receipt by the Licensee, already known by or in the possession of the Licensee and which knowledge or possession can be proven by written contemporaneous records.

Notwithstanding any other provisions of this Agreement, the Licensor's Confidential Information includes the source code in the Licensed SDKs.

'Documentation' means any information, materials or documents (whether in electronic form or not) referring to or describing the Licensed SDKs that is provided to you, including any written specifications, user guides, manuals and explanatory materials.

'**Force Majeure Event**' means a circumstance beyond the Licensor's reasonable control, which results in the Licensor being unable to observe or perform on time an obligation under this Agreement.

'Implementation Audit' means once the SDK product integration is complete, the Third Party Developer agrees to allow AHI access to a pre-release version of the Third Party Developer Product/s integrated with AHI Licensed SDKs, for the purpose of conducting an Implementation Audit, as documented in Schedule 1 – SDK Implementation Audit Checklist.

'**Intellectual Property Rights**' means all intellectual property rights, including all copyright, patents, trademarks, design rights, trade secrets, domain names and other rights of a similar nature, whether registrable or not and whether registered or not, and any applications for registration or rights to make such an application, anywhere in the World.

'**Licence**' has the meaning given to it in clause 2.2.

'**Licence Period**' means the period commencing on the Commencement Date and concluding upon the conclusion of your engagement with Partner.

'**Licensed SDKs**' means the AHI Software Development Kit, including any new versions, updates, and upgrades.

'**Open Source Licence**' means the applicable licence that governs Open Source Software.

'**Open Source Software**' means any software licensed under any form of open source licence meeting the Open Source Initiative's Open Source Definition (http://www.opensource.org/docs/definition.php).

'**Partner**' means the third party who engages you, or has engaged you, to integrate the Licensed SDKs into its application.

1.2 In this Agreement:

(a) a reference to a person includes a corporation or any other legal entity;

(b) a reference to "a party" is to you or the Licensor as the context dictates and a reference to "parties" is to both you and the Licensor;

(c) a reference to currency is to Australian dollars unless specified otherwise;

(d) the term "includes" (or any similar term) means "includes without limitation"; and

(e) a clause of this Agreement will not be interpreted against a party merely because the party prepared or was responsible for its preparation.

2. Third Party Developer

2.1. You have represented to us that the Partner has engaged you to provide software development services that may require or enable you to access, download, and/or use the Licensed SDKs for that engagement (the "**Purpose**").

2.2. Subject to clause 3, the Licensor grants you, for the Licence Period, a non-exclusive, non-transferable, non-assignable, non-sublicensable licence for you to use Licensed SDKs solely for the Purpose ("**Licence**").

2.3. Upon conclusion of the Licence Period, the Licence shall immediately and automatically terminate and you must destroy all and any copies of the Licensed SDKs in your possession or control.

2.4. You may not use the Licensed SDKs beyond the Licence Period without the Licensor's prior written consent.

3. Restrictions on use

3.1. You may not make any use of the Licensed SDKs except as permitted by the Licence. You may not do or authorise the commission of any act that would or might invalidate or be inconsistent with the Licensor's Intellectual Property Rights in the Licensed SDKs. Without limiting the foregoing provisions, you must not (before, during or after the Licence Period):

(a) license, sublicense, resell, assign, transfer, distribute, or provide others with access to, the Licensed SDKs;

(b) "frame", "mirror" or serve any of the Licensed SDKs on any web server or other computer server over the Internet or any other network;

(c) use the Licensed SDKs to develop a competing product;

(d) provide the Licensed SDKs to any subcontractor or contractor without the Licensor's prior written consent;

(e) copy, alter, modify, create derivative works from, reproduce, transfer to a third party, reverse assemble, reverse engineer, reverse compile or enhance the Licensed SDKs (except as expressly permitted by applicable copyright law); or

(f) use the Licensed SDKs in breach of any statute, regulation, law or legal right of any person.

3.2. You must provide the Licensor with access to your business records, equipment (including computer equipment) and premises as reasonably required by the Licensor to inspect the performance of your obligations under this Agreement.

3.3. Certain parts of the Licensed SDKs comprise of Open Source Software. The applicable Open Source Licences govern your use of those parts of the Licensed SDKs. Those applicable Open Source Licences and the components of the Licensed SDKs governed by those Open Source Licences are documented in the *AHI MultiScan SDK Open Source Licences List* which is a separate document that you may request from the Licensor.

4. Intellectual Property Rights

4.1. Nothing in this Agreement constitutes a transfer of any Intellectual Property Rights.

4.2. The Licensor owns all Intellectual Property Rights in the Licensed SDKs and any modifications, including any updates, upgrades and enhancements in the Licensed SDKs.

4.3. As between you and the Licensor, the Licensor owns all Intellectual Property Rights in the Licensed SDKs and the Documentation. You must not represent that you own the Licensed SDKs, the Documentation or any modifications of the Licensed SDKs and/or the Documentation.

4.4. Except as expressly stated herein, this Agreement does not grant you or any third party any rights to or in patents, copyright, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other Intellectual Property Rights or other rights or licences in respect of the Licensed SDKs or the Documentation.

4.5. You must not directly or indirectly do anything that would or might invalidate, jeopardise, limit, interfere with or put in dispute our or our licensors' ownership in or rights with respect to the Licensed SDKs or Documentation.

4.6. You may not do or authorise the commission of any act that would or might invalidate or be inconsistent with our or our licensors' Intellectual Property Rights in the Licensed SDKs or any Documentation.

4.7. You hereby assign to us all and any Intellectual Property rights that you may have in all and any comments in connection with the Licensed SDKs, the Documentation or requests for any new Licensed SDK features that you or your Personnel may suggest or create (each, an **Improvement Suggestion**). Each Improvement Suggestion becomes our sole and exclusive property. This assignment is effective as soon as you or your officers, employees and agents create any Improvement Suggestion or provides an Improvement Suggestion to us including where applicable under section 197 of the *Copyright Act 1968* (Cth) and in equity. You must execute and procure from your officers, employees and agents the execution of any documentation reasonably required by us to give effect to: (a) the assignment to us of all Intellectual Property Rights that they may have in any Improvement Suggestions; and (b) a waiver for us and any third parties authorised by us to exploit any Moral Rights that they may have in any Improvement Suggestions.

4.8. You must not:

(a) use any of our trade marks or other marks (Marks) except as provided for in this Agreement; or

(b) contest any Mark, apply for registration of any Mark or use or apply for registration of any trade mark, trade name, business name, company name or domain name that incorporates any element that is confusingly similar to any Mark.

4.9. Except as expressly provided in this Agreement, you have no rights in respect of any Marks or their associated goodwill, and you hereby acknowledge that all such rights and goodwill inure for the benefit of, and are (and will remain) vested in, us.

5. Confidentiality

5.1. You must not, without the prior written consent of the Licensor, use or disclose the Licensor's Confidential Information unless and to the extent expressly permitted by this Agreement or required by law.

5.2. You may:

(a) use the Confidential Information of the Licensor solely to comply with your obligations and exercise your rights under this Agreement; and

(b) disclose the Confidential Information to a Court but only if compelled by law to do so.

5.3. You must implement and maintain effective security measures to prevent unauthorised use and disclosure of the Licensor's Confidential Information whilst it is in your possession or control.

5.4. You must destroy all Confidential Information (including all copies and notes thereof) of the Licensor in your possession or control, on demand by the Licensor and upon termination of this Agreement for any reason.

6. Responsibility for licenses, authorisations and consents

6.1. You are responsible for obtaining all necessary licenses, authorisations and consents as required to lawfully upload, store or transfer data through or into the Licensed SDKs.

6.2. You must not use the Licensed SDKs in breach of any applicable laws.

6.3. You must indemnify the Licensor for any loss or damage it incurs as a result of your breach of this clause 6.

7. Liability

7.1. To the extent possible by law, the Licensor does not have any liability to you under or in connection with the Licensed SDKs.

7.2. If the Licensed SDKs are supplied to you as a 'consumer' of goods or services within the meaning of that term in the Australian Consumer Law, you will have the benefit of certain non-excludable rights and remedies in respect of the goods or services and nothing in these terms and conditions excludes or restricts or modifies any condition, warranty, guarantee, right or remedy which pursuant to the *Competition and Consumer Act 2010* (Cth) is so conferred. However, if the goods or services are subject to a non-excludable condition, warranty, guarantee, right or remedy implied by the Australian Consumer Law and the goods or services are not ordinarily acquired for personal, domestic or household use or consumption, then pursuant to section 64A of the Australian Consumer Law, the Licensor limits its liability for breach of any such non-excludable warranty, guarantee, right or remedy implied by the Australian Consumer Law (other than a guarantee implied by sections 51, 52 or 53 of the Australian Consumer Law) or expressly given by the Licensor to you, in respect of each of the goods and services, where it is fair and reasonable to do so, at the option of the Licensor, to one or more of the following:

(a) if the breach relates to goods:

(i) the replacement of the goods or the supply of equivalent goods;

(ii) the repair of such goods;

(iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or

(iv) the payment of the cost of having the goods repaired; and

(b) if the breach relates to services:

(i) the supplying of the services again; or

(ii) the payment of the cost of having the services supplied again.

7.3. Other than any non-excludable guarantees implied into this Agreement under the Australian Consumer Law (if any), all conditions, warranties and guarantees implied in this Agreement (including with respect to fitness for purpose) are excluded from this Agreement and the Licensed SDKs are provided "as is" and without any warranty of any kind.

8. Termination

8.1. A party may terminate this Agreement by written notice to the other party (the "defaulting party") if the defaulting party is in material breach of this Agreement which is not remediable, or if capable of remedy where the defaulting party fails to remedy the breach within 14 days of written notice.

8.2. Either party may terminate this Agreement by written notice to the other party at any time.

9. Consequences of Termination

9.1. If this Agreement is terminated or expires for any reason, then, in addition and without prejudice to any other rights or remedies available:

(a) clause 3, 4, 5, 6, 7, 9 and 10 and any other rights or obligations that, by their nature, survive termination, shall so survive;

(b) your right to use the Licensed SDKs immediately ceases and the Licence shall immediately terminate; and

(c) you must immediately destroy all copies of the Licensed SDKs within your possession or control.

10. General

10.1. You must not assign, sublicense or otherwise deal in any other way with any of your rights under this Agreement without the prior written consent of the Licensor. The Licensor may assign or novate its rights or obligations under this Agreement (in whole or in part) at any time.

10.2. Nothing contained in this Agreement creates any partnership, employment, joint venture or agency between the parties.

10.3. The Licensor is under no obligation to provide any maintenance, support, upgrades or updates under this Agreement with respect to the Licensed SDKs.

10.4. This Agreement is the entire agreement between you and Licensor about its subject matter and supersedes all other representations, arrangements or agreements between you and Licensor.

10.5. This Agreement may be amended only by a document signed by the parties and a party's right under this Agreement may not be waived or varied except in writing signed by the party.

10.6. The Licensor will not be responsible for a failure to comply with its obligations under this Agreement to the extent that failure is caused by a Force Majeure Event.

10.7. The laws of Western Australia govern this Agreement and each party submits to the exclusive jurisdiction of the courts located in Western Australia and/or New South Wales, and the courts of appeal from them.

Signed as an agreement
Signed for and on behalf of **Advanced Human Imaging Limited**
ABN 85 602 111 115 by its authorised representative:

/s/ Vlado Bosanac
Vlado Bosanac
CEO

Signed for and on behalf of the Licensee by
its authorised representative:

/s/ Marius Ronnov
Marius Ronnov
CEO

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Schedule 1 - SDK Implementation Audit Checklist

Auditor name:

Third Party Developer Company Name:

Audit Date:

Partner Company Name:

Partner Applications integrated with AHI SDKs:

SDK(s) audited (include version numbering):

☐	Within the implemented AHI SDKs there are no bugs or UX/UI blockers (eg all buttons work)
☐	No offensive language
☐	No unreadable text
☐	New User - Able to create a new account
☐	New User - Able to create first scan
☐	Returning user – Able to create second scan
☐	Circumference measurements: 6 scan accuracy test - minimum 97% average accuracy in comparison to ISAK physical measurements
☐	Circumference measurements 6 scan repeatability test – minimum 97% average repeatability test

Note: This checklist is to be used for initial Product Integration and, at the discretion of AHI may be used on any subsequent SDK version updates.

There were_____Non-Conformance's in this audit.

Description of Non-Conformance's (write N/A if 0)

Comments (if applicable)

Auditor Signature:

Third Party Developer Representative Name:

Third Party Developer Representative Signature:

Partner Representative Name:

Partner Representative Signature:

Schedule 2 – User Fees

SCHEDULE 2 – PRICING MODEL & LICENSE FEE

Tier	Body Scans Cost Per Month, Per User*	Combined Body and Face Scans Per Month, Per User*
1 -250,000 active users	USD$2.50	USD$2.95
250,001 - 500,000 active users	USD$1.99	USD$2.50
500,001 - 1,000,000 active users	USD$1.50	USD$2.25
1,000,001 - 3,000,000 active users	USD$1.00	USD$1.50
> 3,000,000 active users	USD$0.80	USD$1.20

Individual Body scan without subscription	USD$4.99
Individual Combined (Body and Face scan) scan without subscription	USD$8.99
Individual Dermatological scan (once available)	USD$6.99

**The above per month, per user pricing is tier based, where you pay the per month, per user price for the first tier, then the per month, per user price for the second tier and so on.*

- If you hold premium acquisition focused events accounting for at least $250k USD in marketing spend each, then AHI will provide up to 10,000 standalone free scans (body and face) for new users acquired though each such event (to a maximum of three events), but this concession is only applicable, when you are specifically promoting the Body and Face scan in conjunction with your offering.
- NB: above revenues are either per month, per user tier based pricing or individual scan-based pricing to be paid to AHI or as mutually agreed under arrangement between the parties.
- Monthly subscription is based on a fair use policy, allowing the user to take up to 4 facial scans per month and unlimited body scans per month.
- Dermatological scans are not included in the per month, per user pricing. The above pricing is only for the access and use of the BodyScan and FaceScan.
- All above per month, per user pricing is based on a subscription. No additional fees will be charged for the delivery and support of the BodyScan and FaceScan.

Exhibit 4.35

Master Services Agreement

AHI-FORM-0024 v2

This document is confidential and contains trade secrets of Advanced Human Imaging Limited. Unauthorised disclosure, duplication or use of any part of this document without the prior written consent of Advanced Human Imaging Limited is strictly prohibited.

Commercial Details

1. Our Details	Name and ABN	Advanced Human Imaging Limited ABN 85 602 111 115 (**we**, **us**, **our**)	
	Office Address	Unit 5, 71-73 South Perth Esplanade, South Perth WA 6151 Australia	
2. Client Details	Name and Business / Company Number	Bearn Inc (**you**, **your**)	
	Office Address	814 Law Street, San Diego CA, 92109	
3. Your App	Software Product / App Details	Bearn App	
4. Contract Details	Master Services Agreement Number	AHI010024	
5. AHI SDKs	Product	Components	Included?
	Multi-Scan iOS & Android Software Development Kits (SDKs)	■ Body Circumference measurements ■ Face Scan measurements	Yes Yes
6. Data Processing	Applicable Data Processing Agreement	Data Processing Agreement – BodyScan and FaceScan, a copy of which is annexed to this Master Services Agreement.	
7. Professional Services to be provided by us	Implementation Support Services (for integration of the Licensed SDKs into Your App)	The following Implementation Support Services will be made available to you with respect to the Face Scan measurements SDK for no additional charge after initial SDK hand over meeting, for a period of 60 days: (a) up to a total of 16 hours of software developer time requested by you to support and assist your development team in undertaking Product Integration; (b) up to a total of 100 Support Requests in respect of Measurement Errors. We are not required to provide any other Implementation Services except as may be set out in an Implementation Plan.	
	Training Services	Yes	Up to 4 hours of internet/phone-based training on the SDKs
	Software Development	No	
	Consulting Services	No	
	Support Services	Yes	Support Hours: 9:00 am – 5:00 pm AWST on Business Days
8. Term	Commencement Date	This Agreement will commence on January 1, 2022.	
	Initial Term	12 months from the Commencement Date	
9. Key Contacts	Our Contact Details	Name:	Nadine Amesz
		Telephone:	+ 61 492 021 931
		Email:	Nadine.amesz@advancedhumanimaging.com
	Your Project Manager	Name:	Luanne Vreugdenhil
		Telephone:	+1 360-594-8105
		Email:	luanne@bearncorp.com

Acceptance

By signing below, you and us each agree to (1) the Commercial Details set out above together with the attached (2) Fee Schedule; (3) Terms and Conditions; (4) Service Level Agreement; and (5) the Data Processing Agreement referred to above.

/s/ Vlado Bosanac	/s/ Aaron Drew
Vlado Bosanac	Aaron Drew
Director, Advanced Human Imaging Ltd	CEO, Bearn Inc
Date:	Date:

Fee Schedule

User Fees				
Fee Type	Description			
User Fees	User Fees are payable based on pricing indicators in **Schedule 2 – User Fees**. An **Active User** is one that accesses the AHI technology serving functionality in Your App at any time in the relevant month. The per month, per user pricing is incrementally tier based, and requires you to pay the per month, per user price for the first tier, then the per month, per user price for the second tier and so on.			
Services Fees				
Service	Description	Price (Excl. GST)*		Payment Terms
Support Services	**Incident Support** as specified in the SLA.	As per the Level 2 & Level 3 Support Hourly Rates set out below for Ad Hoc Services, per staff member required, where the request type is Incident.		Payable to us on a monthly basis in arrears.
	Measurement Support as specified in the SLA.	$100 per Support Request where the request type is Measurement Support.		Payable to us on a monthly basis in arrears.
Consulting Services	Consulting services that we may agree to provide which fall **outside** of the normal support services.	At the rates set out below under “Ad Hoc Services”.		Payable to us on a monthly basis in arrears.
Training Services	Training in respect of the SDKs as specified in clause 17 of the enclosed Terms and Conditions.	Nil		Payable to us on a monthly basis in arrears.
Ad Hoc Services	Time spent providing any additional services over and above the Support services to you for which there is no other rate specified in this Agreement.	Service Type	Hourly Rate	Payable to us on a monthly basis in arrears.
		Level 1 Technical Support Training	$150	
		First 20 Support Requests per month for Measurement Support	No additional charge	
		Additional Measurement Support+	$100 per request	
		Level 2 Support+	$200	
		Level 3 Support+	$250	
		Quality Assurance consultation	$190	
		Senior Architect consultation	$250	
		Design (UX/UI) consultation	$220	

* All amounts are in Australian Dollars unless specified otherwise.

+ Only payable where a defect or error in the Licensed SDK does not cause the Support Request in the Licensed SDK.

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Terms and Conditions

1. Term

1.1. This Agreement will commence on the Commencement Date and will continue for the Initial Term, subject to earlier termination by either party in accordance with this Agreement. Upon expiry of the Initial Term, this Agreement will automatically extend for subsequent consecutive periods each of equivalent length to the Initial Term (each, a **Renewal Term**) until and unless either party notifies the other party in writing of its intent not to renew the Agreement at least ninety (90) days prior to the expiry of the Initial Term or the then current Renewal Term (as applicable) in which case if such notice is provided the Agreement shall terminate at the end of the Initial Term or then current Renewal Term (as applicable).

2. Non-exclusive relationship

2.1. The relationship between you and us pursuant to this Agreement is non-exclusive. Nothing in this Agreement will prevent us from supplying any goods or services to any third party in our absolute discretion.

3. Priority

3.1. If any two of the following documents of this Agreement are inconsistent they will be interpreted in the following order of precedence (highest to lowest):

(a) the terms and conditions in clauses 1 - 28 of these Terms and Conditions;

(b) the SLA;

(c) the Commercial Details;

(d) the Fee Schedule.

3.2. To the extent of any inconsistency between the provisions of the Data Processing Agreement and this Agreement, this Agreement will prevail, except where inconsistent with the Privacy Act, the GDPR or any other applicable data protection laws (collectively, "**Data Protection Laws**") in which case the provisions of the relevant Data Protection Laws will prevail.

4. Change Control

4.1. If either you or we wish to change any part of this Agreement (**Requesting Party**), the Requesting Party shall deliver a written notice to the other party pursuant to clause 25 setting out the details of the requested change (**Change Request**).

4.2. If you issue a Change Request, we will, if we consider that we can accommodate the Change Request, provide you with a written proposal (**Change Proposal**) setting out:

(a) the likely time required to implement the changes;

(b) any variations to the Fees arising from the changes; and

(c) any consequential variation to the Agreement required by us.

4.3. No change to this Agreement shall be effective unless the change is implemented pursuant to this clause 4 or the change is otherwise agreed in writing by the parties.

5. Integration of the Licensed SDKs into Your App

5.1. You must carry out Product Integration as soon as reasonably practicable, but in any event no later than 4 months following the Commencement Date.

5.2. We have no obligation to provide Implementation Services except to the extent we agree to do so in a separately agreed upon Implementation Plan.

5.3. If there is an Implementation Plan:

(a) we will provide the Implementation Services specified in an Implementation Plan (if any) (**Implementation Services**) within any timeframes for performing the Implementation Services set out therein; and

(b) you will comply with your obligations under the Implementation Plan.

5.4. Except where otherwise agreed in writing by us, all Product Integration costs shall be borne by you.

5.5. You must provide all cooperation, access to Personnel and information reasonably required by us to perform Implementation Services.

5.6. AHI will conduct a quality assurance test prior to the target go-live date (timeframe is estimated between 3-5 days) to verify that the Licensed SDKs have been properly integrated into Your App.

5.7. If Product Integration has not been completed in accordance with clause 5.1 due to your non-compliance with the Implementation Plan, the Documentation, any incompatibility or defect in or with Your App, or due to any other factor (other than our non-performance of the Integration Services) then without limiting any other provisions of this Agreement, you must promptly (and in any event, within 30 days of written request by us) do everything required to complete Product Integration.

6. Licence

6.1. Subject to clause 6.3 and your compliance with this Agreement, we hereby grant you:

(a) a non-exclusive, non-assignable, non-sublicensable, non-transferable licence exercisable by and through your employees and Authorised Third Party Developers, to incorporate the Licensed SDKs into Your App for Product Integration in accordance with the Documentation and any applicable Implementation Plan; and

(b) a non-exclusive, non-assignable, non-sublicensable, non-transferable worldwide licence exercisable by and through your Users, to use the Licensed SDKs in the form integrated into Your App during Product Integration, subject to the Documentation (collectively, the **Licence**).

6.2. You must not use the Licensed SDKs in any way other than pursuant to the Licence.

6.3. Any parts of the Licensed SDKs that are Open Source Software are subject to the applicable Open Source Licence. All applicable Open Source Licenses and the components of the Licensed SDKs that are governed by them are documented in the *AHI MultiScan SDK Open Source Licences List* which is a separate document available from us upon your request.

6.4. You must not commit, permit or otherwise authorise the commission of any act that would or might invalidate or be inconsistent with our Intellectual Property Rights.

6.5. Without limiting clause 6.4, you must not and must not permit any person, including any User or Third Party Developer, to:

(a) resell, on-sell, assign or transfer the Licensed SDKs or purport to do so;

(b) license, sublicense, or provide others with access to, the Licensed SDKs (however, you may license your End Users to use the Licensed SDKs on a non-exclusive, non-assignable, non-transferrable, non-sublicensable, revocable basis solely for them to use the Licensed SDKs from within Your App in the usual course of operating Your App as an end user);

(c) “frame”, “mirror” or serve any of the Licensed SDKs on any web server or other computer server over the internet or any other network;

(d) copy, alter, modify, adapt, create derivative works from, reproduce, distribute, resell, transfer to a third party, reverse assemble, disassemble, reverse engineer, decompile, reverse compile or enhance the Licensed SDKs (except as may be expressly permitted by applicable copyright law);

(e) store, transmit or distribute, or permit the storage, transmission or distribution of, any virus or Your Data or other material using any Licensed SDKs that is unlawful, harmful, threatening, defamatory, infringing, offensive or in breach of any person’s rights or Applicable Law;

(f) use any Licensed SDKs in any way which is in breach of any right of any person or any Applicable Law;

(g) use the Licensed SDKs or any part of them (or allow them to be used) (including any component of any graphical user interface or the look and feel of the Licensed SDKs) to develop, or contribute to the development of, any software or product competitive with the Licensed SDKs;

(h) alter, remove or tamper with any trade marks, patent or copyright notices, confidentiality legend or notice, any numbers or other means of identification used on or in relation to the Licensed SDKs;

(i) use the Licensed SDKs to violate all or any legal rights of any person or company or other entity in any jurisdiction; or

(j) introduce malicious programs into the AHI Platform (e.g., viruses, worms, Trojan horses, e-mail bombs).

6.6. You must:

(a) not permit a Third Party Developer to use the Licensed SDKs unless they are an Authorised Third Party Developer; and/or

(b) ensure that your Authorised Third Party Developers only use the Licensed SDKs to incorporate the Licensed SDKs into Your App for Product Integration in accordance with the Documentation and any applicable Implementation Plan.

6.7. You acknowledge that the integrity of the Licensed SDKs is protected by technical protection measures (**TPMs**) to prevent Intellectual Property Rights, including copyright, in the Licensed SDKs from being misappropriated. You must not attempt in any way to remove or circumvent any TPM in the Licensed SDKs.

7. Licensed SDK versions and support

7.1. During the Term, we may release updates of the Licensed SDKs (**Update**). We will not charge you any fee to provide you with any Updates.

7.2. AHI will provide Support Services in respect of the Licensed SDK during the Term until such time we deem an Update is required. In the event an Update is required, you will be notified and provided a 6-month grace period to accept the Update, and upon expiry of that period you will not be able to use any previous version.

7.3. The provisions of this Agreement that apply to the Licensed SDKs will apply equally to any Updates that we provide to you.

8. The AHI Platform

8.1. We will configure the AHI Platform within the 20 Business Day period after completion of Product Integration to enable Your App to make calls to the AHI Platform via the Licensed SDKs (**AHI Platform Configuration**).

8.2. Following Platform Configuration we undertake to use reasonable endeavours to arrange the hosting of the AHI Platform during the Term in accordance with the Availability Target set out in the SLA.

9. Risk Inference Reference Information

9.1. Any Risk Inference Reference Information that you may obtain from the AHI Platform is general in nature and does not constitute our advice or recommendations and may be obtained from third parties.

9.2. In respect of any Risk Inference Reference Information that you or an End User may obtain from the AHI Platform and/or via the use of the Licensed SDKs, we do not represent or warrant:

(a) the accuracy or correctness of such Risk Inference Reference Information; or

(b) the relevance or suitability of such Risk Inference Reference Information to you, Your App or any User.

9.3. You must independently verify that any Risk Inference Reference Information that you or an End User obtains from the AHI Platform and/or use of the Licensed SDKs is accurate, correct, relevant and suitable before it is relied upon by you, your Personnel, Your App or any User.

9.4. The information provided by the AHI Platform and the Licensed SDKs does not constitute medical advice and we do not provide health diagnoses of any kind.

9.5. We do not provide, nor do we represent that we provide, any medical advice or health diagnoses. Further, we do not represent or warrant that any use of the AHI Platform or the Licensed SDKs will result in the diagnosis, detection, treatment, cure or prevention of any medical disorder, illness or condition.

9.6. You:

(a) agree that you have assessed the AHI Platform and the Licensed SDKs as being suitable for your and your Users' requirements;

(b) agree that to the maximum extent permitted by Law, you use the AHI Platform and the Licensed SDKs at your sole risk; and

(c) hereby irrevocably release us from and against any claims that you might otherwise have against us in connection with any:

(i) Risk Inference Reference Information; and

(ii) other information,

that you, your Personnel, Your App or any End User may receive directly or indirectly from the AHI Platform, the Licensed SDKs or Your App.

9.7. As between you and us, you are solely responsible for:

(a) any healthcare or medical advice, treatment plans, suggestions, exercises and regimes that you provide or recommend to any User;

(b) the accuracy, efficacy and results of any health information (including to the extent that any information from the AHI Platform and/or the SDKs constitutes health information) and advice, and for any clinical reports, health assessments, health care plans, treatment plans, clinical advice, suggestions, exercises, regimes, recommendations, services, clinical or remedial procedures, prescriptions and health services that you provide to any person (individually, a "**Healthcare Service**" and collectively, "**Healthcare Services**"), and for any claims arising in connection with any Healthcare Service that you supply or fail to supply.

9.8. You must indemnify us in respect of any loss and/or damage that we incur in respect of any claim in connection with any Healthcare Service that you provide or fail to provide to any person.

9.9. We do not provide, or represent that we provide, any Healthcare Service and we are not a party to any contract for the provision or receipt of any Healthcare Service. Further, we do not represent or warrant that the AHI Platform and/or the Licensed SDKs or any Users' use of any information generated or provided by them will result in the diagnosis, cure or prevention of any medical disorder or illness or that they are suitable for any End User's specific requirements.

10. Ownership and use of Your Data

10.1. As between you and us, you own all Intellectual Property Rights in Your Data.

10.2. You license us and our suppliers on a non-exclusive, non-transferable, royalty-free basis throughout the Term to use Your Data to provide the Services to you (**Data Licence**). The Data Licence is irrevocable and non-terminable during the Term.

10.3. We shall not be responsible for any loss, destruction, or alteration of any Your Data, except in relation to liability that cannot lawfully be excluded or where caused by our willful misconduct, negligence or intentional misuse of Your Data.

10.4. You warrant and represent that:

(a) Your Data and the collection, processing, storage and/or disclosure of it by us as part of the Services or as otherwise required by Applicable Law will not breach any Applicable Law or right of any person; and

(a) you will ensure at all applicable times that the use, hosting, transmission, modification, processing, collection, holding and disclosure of Your Data via the Licensed SDKs or the AHI Platform does not breach any Applicable Law or any person's rights, and that all relevant consents have been obtained by you as lawfully required for us and our personnel to collect, hold, disclose and otherwise process any Personal Data in the course of performing our obligations or exercising our rights under the Agreement or pursuant to Applicable Law.

10.5. As between you and us, you are solely responsible for the accuracy, legality and quality of all Your Data, for any claims arising in respect of Your Data and for obtaining any permissions, consents, licences, rights and authorisations necessary for us and our suppliers to use, host, modify, hold, transmit, process, store and disclose Your Data in connection with this Agreement.

10.6. If we receive a request from any person that has the legal right to access Personal Data in any Your Data we will forward a copy of the request to you, unless Applicable Law prohibits us from doing so, and you must provide all assistance that we require to comply with our legal obligations in connection with any such request.

10.7. You must indemnify us in respect of any loss and damage that we incur in respect of any claim that any of Your Data is lost, unavailable, deleted or corrupted, provided the loss, unavailability deletion or corruption was not caused by AHI. You also indemnify us if the transmission, storage, hosting, disclosure, access or use of Your Data by us or our suppliers, or the processing thereof by us or them, for the proposes of this Agreement, infringes the Intellectual Property Rights or other rights of any person or breaches any Applicable Law, except to the extent caused by our breach of this Agreement.

11. Intellectual Property Rights

11.1. Nothing in this Agreement affects the ownership of any Intellectual Property Rights owned by either party prior to the Commencement Date.

11.2. As between you and us, we own all Intellectual Property Rights in the Licensed SDKs (other than Open Source Software), the AHI Platform and the Documentation, and any updates, upgrades, new versions, and other modifications of the Licensed SDKs, AHI Platform and Documentation. You must not represent that you own the Licensed SDKs, AHI Platform or Documentation or any updates, upgrades, new versions and other modifications of the Licensed SDKs, AHI Platform and/or the Documentation.

11.3. Except as expressly stated herein, this Agreement does not grant you or any third party any rights to or in patents, copyright, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other Intellectual Property Rights or other rights or licences in respect of the Licensed SDKs, AHI Platform or the Documentation.

11.4. You must not directly or indirectly do anything that would or might invalidate, jeopardise, limit, interfere with or put in dispute our or our licensors' ownership in or rights with respect to the Licensed SDKs, AHI Platform or Documentation.

11.5. You may not do or authorise the commission of any act that would or might invalidate or be inconsistent with our or our licensors' Intellectual Property Rights in the Licensed SDKs, the AHI Platform or any Documentation.

11.6. You hereby assign to us all and any Intellectual Property rights that you may have in all and any comments in connection with the Licensed SDKs, the AHI Platform or requests for any new Licensed SDK or AHI Platform features that you or your officers, employees or agents may suggest or create (each, an **Improvement Suggestion**). Each Improvement Suggestion becomes our sole and exclusive property. This assignment is effective as soon as you or your officers, employees, and agents create any Improvement Suggestion or disclose an Improvement Suggestion to us including where applicable under section 197 of the *Copyright Act 1968* (Cth) and in equity. You must execute and procure from your officers, employees and agents the execution of any documentation reasonably required by us to give effect to: (a) the assignment to us of all Intellectual Property Rights that they may have in any Improvement Suggestions; and (b) a waiver for us and any third parties authorised by us to exploit any Moral Rights that they may have in any Improvement Suggestions.

11.7. You must not:

(a) use any of our trademarks or other marks (collectively, **Marks**) without our prior written consent; or

(b) contest any Mark, apply for registration of any Mark or use or apply for registration of any trademark, trade name, business name, company name or domain name that incorporates any element that is confusingly similar to any Mark.

11.8. Except as expressly provided in this Agreement, you have no rights in respect of any Marks or their associated goodwill. You hereby acknowledge that all such rights and goodwill inure for the benefit of, and are (and will remain) vested in, us.

11.9. We will indemnify you from and against any liability, loss, damage and reasonable costs arising out of any proceeding brought by any third party alleging that you are infringing that third party's Intellectual Property Rights by using the Licensed SDKs in accordance with the Licence (**IP Claim**), provided that:

(a) you notify us immediately upon receipt by you of notice of any IP Claim or upon you suspecting or having reasonable cause to suspect that such an IP Claim may be made;

(b) you do not make any admission or settlement of any IP Claim without our prior written consent;

(c) you give us sole control of the defence and any negotiations for compromise; and

(d) you provide such assistance in connection with the IP Claim, as we may require.

11.10. If the Licensed SDKs becomes the subject of any IP Claim, you must permit us if, and as we consider appropriate:

(a) to replace all or part of the Licensed SDKs with functionally equivalent software;

(b) to modify the Licensed SDKs as necessary to avoid such claim; and/or

(c) to procure a licence from the relevant complainant to allow you to continue using the Licensed SDKs for the balance of the Term.

11.11. If in the above circumstances we are unable to procure for you the right to continue using the Licensed SDKs, or to provide you with functionally equivalent non-infringing software, or to modify the Licensed SDKs, as necessary to avoid the IP Claim, this Agreement and the Licence may be terminated by us.

11.12. Notwithstanding any other provisions of this Agreement, we shall have no liability for or in connection with any IP Claim if such claim is caused by or arises out of:

(a) your use of the Licensed SDKs in combination with software or hardware not supplied or approved in writing by us if such infringement could have been avoided by not combining, operating or using the Licensed SDKs with such software and/or hardware;

(b) any modification of the Licensed SDKs created by any person other than us;

(c) code or content in Your App or the integration of the Licensed SDKs into Your App;

(d) Your Data or any other content or data used or transmitted by, you, your Personnel or any End User;

(e) use of the Licensed SDKs knowingly in breach of any person's rights; or

(f) your breach of any Open Source Licence or this Agreement.

11.13. As between you and us, you, and not us, shall be solely liable for any claims made by any third party in connection with any of the matters referred to in clause 11.12 (a) – (f) and you must indemnify us from and against any liability, loss, damage and reasonable costs arising out of any of those matters. Bearn shall select counsel as may be necessary for the defence of such indemnified claims.

12. Confidentiality

12.1. Each party (the **first party**) agrees and acknowledges that it may receive information of the other party marked as confidential or has the quality of confidential information during the Term of this Agreement (**Confidential Information**).

12.2. The first party agrees and acknowledges that the Confidential Information of the other party will be received and held by the first party in strict confidence and will not be disclosed by the first party, except:

(a) as required to perform its obligations under this Agreement;

(b) with the prior written consent of the other party;

(c) as must be disclosed by Applicable Law;

(d) where disclosed to its Personnel on a confidential basis;

(e) as required by the rules of any stock exchange; or

(f) as required by a court of competent jurisdiction, and then, only to the extent required, and provided that the first party promptly notifies the other party of such requirement of disclosure and provides full particulars to the other party of the disclosure.

12.3. The first party must use reasonable endeavours to ensure that its Personnel keep the other party's Confidential Information that the first party provides to its Personnel confidential.

12.4. Confidential Information does not include any information:

(a) that is independently developed, obtained or known by the first party, without relying on confidential information received by the first party from the other party;

(b) that the first party can prove was already rightfully known by it at the time of disclosure to it as shown by contemporaneous records;

(c) which is or becomes available to the first party from a third party lawfully in possession of such information and who has the lawful power to disclose such information to the first party on a non-confidential basis; or

(d) that is in the public domain or becomes part of the public domain except where due to a breach of this Agreement or any breach of any obligation of confidence.

12.5. Our Confidential Information includes:

(a) this Agreement;

(b) all parts of the Licensed SDKs and the AHI Platform (including any designs, graphical user interface, the layout of any elements of the Licensed SDKs, the AHI Platform and the look and feel of the Licensed SDKs, the AHI Platform and any Custom Software);

(c) the Documentation;

(d) all Intellectual Property Rights and any proprietary and technical data, trade secrets, patented and unpatented inventions, discoveries, works, improvements, innovations, ideas, concepts, graphs, flow charts, materials, samples, devices, models, know how, techniques, operations, dealings, processes, procedures, secret formula, computer hardware and software programs and designs, drawings, technology, machinery or equipment used or proposed to be used or developed in connection with the Licensed SDKs;

(e) all non-public advertising and marketing information and material provided by us to you; and

(f) the Object Code and Source Code in the Licensed SDKs and AHI Platform,

(collectively, **AHI Confidential Information**).

12.6. The AHI Confidential Information is not your Confidential Information and you must not use, modify, reproduce, release, perform, display or disclose it except as is strictly necessary for you to use the Licensed SDKs in accordance with the Licence.

12.7. You agree that our business involves, among other activities, entering into transactions with third parties who license us to use their software or technology that we use to provide smartphone-based human scanning technology via the Licensed SDKs (**technology licensors**). You irrevocably agree and warrant that where AHI discloses to you the names of any such technology licensors or you otherwise become aware of such technology licensors, you will not, without our prior written consent, during the Term and for 3 years thereafter directly or indirectly, whether alone, with third parties or on behalf of another person or entity, in any capacity:

(a) contact, solicit, accept an approach from, initiate, submit a request for products and/or services to, communicate with and/or enter into any contracts with, our technology licensors;

(b) bypass us by entering into any licence or other contract with our technology licensors (whether or not introduced by us to you) for the purpose of gaining any benefit, whether such benefit is monetary or otherwise; and/or

(c) attempt and/or assist, conspire with, aid, prepare or assist any third party to do anything referred to in clauses 12.7(a) and/or 12.7(b).

12.8. You must indemnify us for any loss or damage we incur as a result of your breach of clause 12.7.

12.9. You acknowledge that clause 12.7 is reasonable and necessary to protect our interests and that a breach of clause 12.7 will expose us to substantial loss and damage and that damages may be inadequate to protect our interests. We shall be entitled to seek and obtain injunctive relief or any other remedy in respect of an actual or potential breach by you of clause 12.7. You shall in good faith immediately upon our request, provide access to any documents and information necessary for us to investigate whether a breach of clause 12.7 has occurred.

13. Fees and Payment Terms

13.1. You must pay the Fees to us in accordance with the Payment Terms.

13.2. The Fees are exclusive of GST and you agree to pay to us all applicable GST that we incur in connection with this Agreement. You must pay all applicable GST, at the same time as the Fees, in accordance with the Payment Terms.

13.3. If you fail to make any payment due to us for any undisputed amounts under this Agreement by the due date for payment, then, without limiting our remedies, you shall pay interest on the overdue amount at the rate of 10% per annum (or if such rate is not permitted under Applicable Law, the highest rate of interest that may be charged under Applicable Law). Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment and you shall pay the interest together with the overdue amount upon demand by us.

13.4. If we have not received payment of any Fees by the due date in accordance with the Payment Terms, then without prejudice to any of our other rights and remedies, we may, without liability to you, suspend the operation of the Licensed SDKs, the AHI Platform and/or all or any part of our obligations under the Agreement.

14. Fee Disputes

14.1. If you, acting reasonably, dispute an amount invoiced by us, you:

(a) must pay the undisputed amount of the invoice by the due date;

(b) must notify us of the dispute and the reasons for the dispute within 7 days of receipt of the invoice; and

(c) may withhold payment of the disputed part of the invoice until the dispute is resolved in accordance with clause 26 (Dispute Resolution).

14.2. On resolution of the dispute in our favor, you must pay any additional amounts agreed or determined to be payable, plus interest at the rate of 10% per annum (or if such rate is not permitted under Applicable Law, the highest rate of interest that may be charged under Applicable Law), accruing daily from the date when the invoiced amount was due for payment until the date on which payment is made.

14.3. You shall pay all legal and debt collection fees, costs and disbursements incurred by us in enforcing your payment obligations under this Agreement.

14.4. You must not withhold payment of any Fees except any Fees that are disputed under clause 14.1.

15. Professional Services

15.1. We have no obligation to provide any professional services under this Agreement except as set out in the Commercial Details.

16. Support Services

16.1. We will provide the Support Services in relation to the Licensed SDKs, subject to the provisions of the Service Level Agreement.

17. Training Services

17.1. We will provide you with the allocated number of hours of online-based training set out in the Commercial Details in the use of the Licensed SDKs.

17.2. The start date of the Training Services will be determined by you and us.

17.3. If Training Services are to be provided on your premises, you will be responsible for all reasonable costs and expenses of our Personnel and all trainees in connection with travel to and attendance at the training, including with respect to accommodation, meals and transport (**Expenses**). You must reimburse us for all Expenses that we incur within twenty-eight (28) days of the date of any invoice we issue to you for any Expenses.

18. Software Development Services

18.1. We have no obligation to provide any software development services under this Agreement unless you and we execute a Statement of Work specifying the software development services to be provided and the software to be developed (**Custom Software**).

18.2. You will pay the Fees set out in or referred to in the Statement of Work on a time and materials basis for all time spent carrying out our obligations under this clause 18.

18.3. Except as otherwise agreed in a Statement of Work, we own all Intellectual Property Rights in all Custom Software. To the extent that we do not automatically own all such Intellectual Property Rights, you hereby assign all such Intellectual Property Rights to us. The assignment under this clause 18.3 includes an assignment of future copyright under section 197 of the *Copyright Act 1968* (Cth) and in equity.

18.4. Any Custom Software developed will be subject to the same provisions of the Agreement that apply to Licensed SDKs except as otherwise expressly specified to the contrary in the applicable Custom Development Statement of Work.

19. Third Party Developers

19.1. Under no circumstances may you permit any Third Party Developers to access, download, or use any of the Licensed SDKs or any other product (including Your App) that uses or incorporates any of the Licensed SDKs, unless they are your Third Party Developers who have each entered into a Third Party Developer Licence Agreement.

19.2. You must:

(a) cause each Third Party Developer to enter into a Third Party Developer Licence Agreement with us and provide us with the Third Party Developer Licence Agreement (in the form set out in Annexure A); and

(b) wait for us to approve the Third Party Developer Licence Agreement (in our absolute discretion) and where approved by us, execute the Third Party Developer Licence Agreement,

prior to permitting any Third Party Developer engaged by you to access, download or use any of the Licensed SDKs or Your App which uses or incorporates any of the Licensed SDKs.

19.3. Following our execution of a Third Party Developer Licence Agreement that has been executed by your Third Party Developer, we will provide the fully executed copy to you, and such Third Party Developer shall only from that time be deemed to be an Authorised Third Party Developer.

20. Force Majeure Event

20.1. Each party will not be liable to the other party for any breach of this Agreement to the extent that it is caused or contributed to by a Force Majeure Event. Force Majeure Events shall not include pandemic.

21. Liability

21.1. Except to the extent that such liability cannot be excluded by Applicable Law, neither party is liable to the other party for any Consequential Loss whether arising in contract, tort (including negligence) or otherwise, and whether the loss or damage is foreseeable or not.

21.2. For any loss or damage that is not otherwise excluded by the provisions of this Agreement, our liability is capped, in the aggregate, to the value of the Fees paid by you under this Agreement, and which cap is reduced to the extent that you or any Force Majeure Event caused or were responsible for such loss or damage.

21.3. You hereby indemnify us in respect of all and any loss and damage incurred by us as a result of any breach by you of your obligations under this Agreement or as a result of Your App infringing the rights of any person or breaching any Applicable Law, provided that, in respect of any claim that Your App infringes the IPR of any person:

(e) we notify you promptly upon receipt by us of notice of any such claim or upon us suspecting or having reasonable cause to suspect that any such claim may be made;

(f) we do not make any admission or settlement of any such claim without your prior written consent;

(g) we give you sole control of the defence and any negotiations for compromise; and

(h) we provide such assistance in connection with the claim, as you may reasonably require.

21.4. You warrant and represent that Your App and all use thereof by us for the purposes of this Agreement, will not infringe the rights of any person or breach any Applicable Law.

21.5. Notwithstanding any other provisions of this Agreement, a party's liability is not limited under the Agreement with respect to:

(a) liability under any indemnity specified in the Agreement;

(b) liability that cannot be limited by law; or

(c) liability for the party's willful misconduct or intentional breach of the Agreement.

22. Warranties and implied guarantees

22.1. Each party warrants that:

(a) it has full capacity, authority and all necessary consents to enter into and to perform this Agreement and to grant the rights referred to in the Agreement and that the Agreement is executed by its duly authorised representative and represents a binding commitment on it; and

(b) it shall comply with all Applicable Laws in the performance of its obligations under this agreement.

22.2. You warrant that your entering into and/or performance of your obligations under this Agreement does not and will not violate or conflict with or result in a breach of, or constitute a default under, or result in the imposition of, any encumbrance under the provisions of your constitution or any contract or other instrument. If any such conflict, breach or default occurs or is likely to occur:

(a) you must immediately disclose full particulars of the actual and/or likely conflict, breach or default and you must indemnify us for any loss or damage that we may incur as a result thereof; and

(b) we may terminate this Agreement by notice to you.

22.3. You warrant that you have made full disclosure to us of all information which would be material to our decision as to whether or not to enter into this Agreement and that the information given by or on your behalf to us to date is true, complete and accurate in all respects and none of that information is misleading whether by inclusion of misleading information or omission of material information or both.

22.4. The goods and services supplied under this Agreement may come with implied non-excludable guarantees which are regulated by the Australian Consumer Law. The extent of the implied guarantees depends on whether you are a 'consumer' of goods or services within the meaning of that term pursuant to the Australian Consumer Law as amended.

22.5. If the goods or services supplied by us to you are supplied to you as a 'consumer' of goods or services within the meaning of that term in the Australian Consumer Law as amended you will have the benefit of certain non-excludable rights and remedies in respect of the goods or services and nothing in the Agreement excludes or restricts or modifies any condition, warranty, guarantee, right or remedy which pursuant to the *Competition and Consumer Act 2010* (Cth) is so conferred. However, if the goods or services are subject to a non-excludable condition, warranty, guarantee, right or remedy implied by the Australian Consumer Law and the goods or services are not ordinarily acquired for personal, domestic or household use or consumption, then pursuant to section 64A of the Australian Consumer Law, we limit our liability for breach of any such non-excludable warranty, guarantee, right or remedy implied by the Australian Consumer Law (other than a guarantee implied by sections 51, 52 or 53 of the Australian Consumer Law) or expressly given by us to you, in respect of each of the goods and services, at our option, to one or more of the following:

(a) if the breach relates to goods:

(i) the replacement of the goods or the supply of equivalent goods;

(ii) the repair of such goods;

(iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or

(iv) the payment of the cost of having the goods repaired; and

(b) if the breach relates to services:

(i) the supplying of the services again; or

(ii) the payment of the cost of having the services supplied again.

22.6. Other than with respect to any non-excludable guarantees implied into this Agreement under the Australian Consumer Law, to the maximum extent permitted by law (and if permitted by law):

(a) all conditions, warranties and guarantees implied in the Agreement are excluded, to the extent possible by law;

(b) we do not represent that the information obtained via the Licensed SDKs or the AHI Platform is accurate, correct, up-to-date or error free;

(c) we do not warrant that any Licensed SDKs or the AHI Platform are error-free or will operate accurately, correctly or without interruption or will achieve your intended results; and

(d) you accept sole responsibility for the selection of the Licensed SDKs and AHI Platform to achieve your intended results and for any results that you, your Personnel or Users obtain therefrom.

23. Insurance

23.1. Within 3 months from the Commencement Date, each party will obtain and maintain the following insurances for the Term:

(a) cyber liability and privacy protection insurance in the amount of two million dollars ($2,000,000); and

(b) any other insurance that the party must obtain under Applicable Law.

23.2. For each insurance policy taken out by a party in accordance with this Agreement it will provide the other party (upon request only) with a certificate of currency which identifies the insurer, policy number, term of the policy, type of insurance and limits of liability for the cover.

24. Suspension and Termination

24.1. We may temporarily and/or permanently suspend and/or disable the performance of the whole or any part of any Licensed SDKs, the AHI Platform or Services and/or your Personnel's and Users' access to and use of any Licensed SDKs, the AHI Platform or Services by way of TPM or otherwise if we know or reasonably suspect that:

(a) you are in breach of the Agreement;

(b) any of your Personnel have not used or are not using the Licensed SDKs in compliance with the Licence;

(c) any Authorised Third Party Developer is in breach of the applicable Third Party Developer Licence Agreement; or

(d) we determine that you or any of your Personnel's use of the Licensed SDKs is likely to lead to any third party instituting or threatening legal proceedings against us or any other person.

24.2. A party (the **first party**) may terminate this Agreement by written notice to the other party (the **Defaulting Party**) if the Defaulting Party is in material breach of this Agreement which is not remediable, or if capable of remedy and the Defaulting Party fails to remedy the material breach within seven (7) days of written notice from the first party requiring the remedying of the breach.

24.3. A party may terminate this Agreement by written notice to the other party if the other party suffers an Insolvency Event.

24.4. We may terminate this Agreement, the Licence or our provision of any Services, if:

(a) you undergo a Change of Control without our prior written consent;

(b) you breach, challenge or dispute the validity of any of our Intellectual Property Rights;

(c) you purport to assign any of your rights or novate any of your obligations under this Agreement without our prior written consent;

(d) you breach any Applicable Law or any person's rights; or

(e) a third party provider ceases to provide hardware, software, products, licences or services that we require to comply with our obligations under this Agreement.

24.5. If this Agreement is terminated or expires for any reason:

(a) any rights or obligations that, by their nature, survive termination shall so survive;

(b) each Party shall promptly return to the other Party the other Party's Confidential Information in its possession or control (or if requested by the other Party, destroy the other Party's Confidential Information in its possession or control)

(c) in the absence of any direction from you within 30 days following termination or expiry of this Agreement, we shall delete all Your Data that remains in our possession or control;

(d) upon termination or expiration, Bearn's right to use and access the Licensed SDKs, the AHI Platform and any Documentation immediately ceases; and

(e) the Licence will immediately terminate.

24.6. If this Agreement is terminated prior to the expiry of the Initial Term or any then current Renewal Term (other than due to our breach of the Agreement), then without prejudice to any of our other rights, you must pay any amounts (collectively, the **Outstanding Amount**) which we calculate or reasonably estimate would have been payable by you under the Agreement for the remainder of the Initial Term (or then current Renewal Term, if applicable) had the Agreement not been terminated. If an Outstanding Amount is payable, we will send you a tax invoice in respect of the Outstanding Amount and you will pay this invoice within twenty eight (28) days. Payment under this clause 24.6 is not intended to be, and will not be punitive and is intended to compensate us for reasonable losses that we will suffer resulting from the early termination of the Agreement.

25. Notices

25.1. All notices required or permitted to be made under this Agreement shall be in writing and may be delivered if: (a) delivered in person; (b) sent by post to the Licensee's postal addresses identified in the Commercial Details; or (c) sent by email to the Licensee's email addresses identified in the Commercial Details. If notice is delivered in person, notice shall be effectively given upon delivery. If notice is sent by post within Australia, notice shall be effectively given the next Business Day after posting if sent by express post, or 6 Business Days after posting if sent by ordinary post. If notice is sent by post internationally, notice shall be effectively given upon the sender receiving confirmation of delivery from the applicable postal service. If notice is sent by email, notice shall be deemed to have been effectively given on the day it is transmitted if the sender receives a read or delivery receipt confirming delivery or receipt of the email or a reply to the email. Any party may change its address for notice hereunder by giving written notice to the other party in accordance with this clause 25.1.

25.2. Text messages, instant messages, messages sent through social media websites, and similar messages are not considered "written" or "in writing" for the purposes of this Agreement.

26. Dispute Resolution

26.1. If a dispute arises between the parties out of or relating to this Agreement (**Dispute**), each party must seek to resolve it strictly in accordance with the provisions of this clause 26. Compliance with the provisions of this clause is a condition precedent to seeking relief in any court in respect of the Dispute, except as otherwise provided in this clause.

26.2. A party seeking to resolve a Dispute must notify the existence and nature of the Dispute to the other party (**Notification**). Upon receipt of a Notification, each party must refer resolution of the Dispute to their chief executives or lawyers.

26.3. If the Dispute has not been resolved within one (1) calendar month of the Notification, then each party will be entitled to pursue such course of action as it determines.

26.4. Nothing in this clause 26 shall limit either party's right to seek urgent interlocutory relief from any court of competent jurisdiction at any time.

27. General

27.1. Assignment: You shall not assign, transfer, license or novate your rights or obligations under this Agreement without our prior written consent, with the exception of the permitted transfer from Bearn LLC to Bearn Inc. Any such assignment, transfer, license or novation without our prior written consent is void.

27.2. Waiver: No exercise or failure to exercise or delay in exercising any right or remedy by a party shall constitute a waiver by that party of that or any other right or remedy available to it.

27.3. Invalidity: If any provision of this Agreement or its application to any party or circumstance is or becomes invalid or unenforceable to any extent, the remainder of the Agreement and its application shall not be affected and shall remain enforceable to the greatest extent permitted by law.

27.4. Relationship: Nothing contained in this Agreement creates any partnership, employment, joint venture or agency between the parties.

27.5. Entire Agreement: This Agreement is entered into as an agreement. It constitutes the entire agreement of the parties about its subject matter and supersedes all other proposals, prior agreements, oral or written, arrangements, agreements and all other communications between the parties about its subject matter. Each agreement entered into by the parties prior to the date of this Agreement (including the May 4, 2020 agreement) is hereby terminated by mutual consent.

27.6. Amendments: This Agreement may be amended only by a written document signed by all parties and a provision of or a right under this Agreement may not be waived or varied except in writing signed by the party to be bound.

27.7. Jurisdiction: This Agreement is governed by the laws in force in Western Australia and the United States. In the event that there is a conflict of laws, the laws of Western Australia will govern. Each party submits to the exclusive jurisdiction of the State and Federal Courts of California with respect to any dispute concerning this Agreement.

27.8. Counterparts: This Agreement may be executed (including via DocuSign or similar) in counterparts provided that no binding agreement shall be reached until the executed counterparts are exchanged. A counterpart of a document exchanged by email shall constitute evidence of the execution of the original.

28. Definitions and interpretation

28.1. In this Agreement, terms in bold font in brackets have the meanings given thereto as set out in the applicable clauses in which they are defined. Any word starting with a capital letter that is not otherwise defined in this document, shall have the meaning given to it in the SLA. In addition, in these Terms and Conditions the following words have the following meanings:

Agreement means: (1) the Commercial Details; (2) the Fee Schedule; (3) these Terms and Conditions; (4) the Service Level Agreement; and (5) the applicable Data Processing Agreement specified in the Commercial Details.

Applicable Law means any applicable act, law, legislation, rule of the general law, including common law and equity, judicial order or consent or requisition from, by or with any governmental agency, including any Data Protection Law in any applicable jurisdiction.

Australian Consumer Law means schedule 2 to the *Competition and Consumer Act 2010* (Cth).

Authorised Third Party Developer means a person who is deemed to be such pursuant to clause 0.

Business Day means any day from Monday to Friday in Western Australia, excluding public and bank holidays in Western Australia. **Business Hours** means 9:00 am – 5:00 pm on Business Days.

Change of Control means a change in the beneficial ownership of more than 40% of: (a) the issued share capital of a company; or (b) the legal power to direct or cause the direction of the general management of the company.

Commencement Date means the commencement date specified in the Commercial Details.

Commercial Details means the table of this document under that heading.

Consequential Loss means any Loss that is:

(a) indirect or consequential to another loss;

(b) loss or damage being or caused by a loss of revenue, loss of profits, loss of savings or anticipated savings or business, loss of data, loss of opportunity, loss of goodwill or expectation loss;

(c) a special, punitive or exemplary loss or damage (including, without limitation, any penalty or fine imposed); or

(d) a pure economic loss.

Custom Software has the meaning given to it in clause 18.1.

Data Processing Agreement means the applicable data processing agreement(s) specified in the Commercial Details.

Documentation means any information, materials or documents (whether in electronic form or not) referring to or describing the Licensed SDKs, the AHI Platform and/or Services that we provide to you, including any written specifications, user guides, manuals and explanatory materials.

Fees means the fees, rates and charges that are payable by you to us under this Agreement, as set out in the Fee Schedule or otherwise agreed in writing between you and us.

Force Majeure Event means any act, event, omission, accident or circumstance beyond our reasonable control.

GDPR means the EU General Data Protection Regulation.

GST has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended or replaced from time to time.

Implementation Plan means a written plan agreed in writing between you and us for the integration of the Licensed SDKs with Your App. **Initial Term** means the initial term as set out in the Commercial Details.

Insolvency Event means, in respect of a party: (a) the party ceases to carry on business, is unable to pay its debts as and when they fall due, or is deemed to be insolvent or bankrupt; (b) a receiver or a liquidator or provisional liquidator or an administrator is appointed to the party, or an application (including voluntary application filed by that party) is lodged or an order is made or a resolution is passed for the winding up (whether voluntary or compulsory) of that party; (c) where the party is a partnership, the partnership is dissolved or an application is made for its dissolution; (d) the party suspends payment of its debts to the other party, or the party takes the benefit of any law for the relief of insolvent debtors; or (e) anything analogous or having a substantially similar effect to any of the events described in (a) through (d) above occurs under the law of any applicable jurisdiction.

Intellectual Property Rights means all current and future intellectual property rights, including all copyright, patents, trademarks, design rights, trade secrets, domain names, and other rights of a similar nature and all other rights to intellectual property as defined under Article 2 of the Convention Establishing the World Intellectual Property Organization, whether registrable or not and whether registered or not, and any applications for registration or rights to make such an application, anywhere in the World.

Licensed SDKs means the software development kits specified in the Commercial Details, including any new versions, updates, patches, and upgrades. Such SDKs may include: (a) libraries (including any binary libraries); (b) documentation; (c) software; (d) sample code; and (e) other materials supplied by us to you in connection with any such libraries, Documentation and sample code.

Level 1 Technical Support means first level support services including:

(a) providing a suitable mechanism for your Users to be able to report a fault to you in Your App for diagnosis (i.e support hotline, support emails etc); and

(b) basic investigation of faults reported by your Users.

Loss means any direct or indirect loss, cost, expense, penalties, fines, liability or damage including legal costs on a solicitor/client basis and any claim, demand or proceedings brought, or judgment or order obtained, by a third party.
Measurement Error has the meaning given to it in the SLA.

Moral Rights has the meaning given in the *Copyright Act 1968* (Cth).

Object Code means computer code in a form that a computer can execute, when compiled or converted from its Source Code version.

Open Source Licence means the applicable licence that governs Open Source Software.

Open Source Software means any software licensed under any form of open source licence meeting the Open Source Initiative's Open Source Definition (http://www.opensource.org/docs/definition.php).

Parties or **parties** means you and us and Party or party means either you or us as the context dictates.

Payment Terms means any payment terms and conditions set out in the Fee Schedule.

Personal Data has the meaning given in the Data Processing Agreement.

Personnel means officers, agents, employees and subcontractors (excluding any Third Party Developer and Authorised Third Party Developer). We are not your Personnel and you are not our Personnel for the purposes of this definition.

Privacy Act means the *Privacy Act 1988* (Cth).

Product Integration means the process of integrating the Licensed SDKs into Your App(s).

Risk Inference Reference Information means health risk information derived from applying a specific risk study to a set of scan results produced by the Licensed SDKs.

Scheduled Outage means any downtime of the AHI Platform scheduled by us or any of our suppliers in advance with respect to the hosting of the AHI Platform.

Service Level Agreement or **SLA** means the document entitled "Service Level Agreement (SLA)" attached to this MSA.

Services means the Implementation Services, Support Services (as that term is defined in the SLA), the Training Services, the processing of Your Data by the AHI Platform and any other services that we agree to supply pursuant to this Agreement.

Source Code means computer code in human-readable form, that when compiled becomes Object Code.

Statement of Work or **SOW** means a document entitled "Statement of Work" executed by you and us.

Support Request has the meaning given to it in the SLA.

Support Services has the meaning given to it in the SLA.

Term means the Initial Term and any applicable Renewal Terms.

Terms and Conditions means clauses 1 - 28 of this document.

Third Party Developer means a third party software developer engaged or to be engaged by you to provide software development services to you.

Third Party Developer Licence Agreement mean the agreement set out at Annexure A to this Agreement.

User means an end user authorised by you to use Your App.

Your App has the meaning given to it in the Commercial Details.

Your Data means all data entered into the AHI Platform via Your App.

28.2. In this Agreement, the following rules of construction applies, unless the context otherwise requires:

(a) headings and underlinings are for convenience only and do not affect the construction of the Agreement;

(b) a provision of the Agreement will not be interpreted against a party because the party prepared or was responsible for the preparation of the provision, or because the party's legal representative prepared the provision;

(c) currency or "$" refers to Australian Dollars;

(d) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;

(e) a reference to a clause, subclause or paragraph is a reference to a clause, subclause or paragraph of the Agreement;

(f) a reference to a subclause or paragraph is a reference to the subclause or paragraph in the clause in which the reference is made;

(g) a reference to time is to time in New South Wales;

(h) a reference to a person includes a reference to an individual, a partnership, a company, a joint venture, government body, government department, and any other legal entity;

(i) words in the singular shall include the plural and in the plural, shall include the singular;

(j) a provision of the Agreement shall not be construed against a party merely because the party or its solicitors prepared the provision;

(k) the phrases "specified in the Commercial Details" and similar, means specified as being applicable or in the affirmative in the Commercial Details;

(l) the Agreement shall not bind you or us until and unless the "Acceptance" section of the Commercial Details has been executed by both you and us; and

the words 'such as', 'including', 'includes' and similar expressions are not used as, nor are intended to be, interpreted as words of limitation and shall be interpreted as if the words "but not limited to" immediately followed them in each case.

Service Level Agreement (SLA)

1. Definitions and Interpretation

1.1. This Service Level Agreement (**SLA**) forms part of the Agreement. In this SLA, definitions and any rules of construction in the attached Terms and Conditions, are hereby incorporated into this SLA by reference.

2. Availability Target

2.1. We will use our best endeavours to make the AHI Platform Available, as measured over each calendar month during the Term (each such calendar month, a **Service Period**), at least 99% of the time, excluding only the time it is not Available solely as a result of your breach of the Agreement, Your App, a Scheduled Outage, an outage of any infrastructure or hosting service supplied by Amazon Web Services or a Force Majeure Event. '**Available**' means the AHI Platform is available and operable for access by Your App via the Licensed SDKs.

3. Provision of Support Services

3.1. Where Support Services are specified in the Commercial Details, we shall use our best endeavours to respond to any request for:

(a) technical support with respect to any reproducible malfunction in the Licensed SDKs or the AHI Platform that you report to us that prevents the Licensed SDKs from performing materially in accordance with the Documentation (**Software Error**); and

(b) technical support with respect to an anthropometric measurement capture or result, or transdermal optical imaging capture or result (**Measurement Error**),

in accordance with the applicable response times specified in clause 6.2 of this SLA (collectively, the **Support Services**).

4. Support Services Conditions

4.1. You must:

(a) provide us with prompt access to your technical environment, including any software, systems, equipment, and networks via remote access, as reasonably required by us to provide the Support Services; and

(b) provide us with access to all of your necessary Personnel and/or documentation as reasonably required by us to provide the Support Services.

5. Technical Support

5.1. The Support Services are limited to the provision of telephone and email support during Business Hours to your designated Personnel approved by us (**Support Staff**) to answer questions from your Support Staff.

5.2. The Support Services will be provided through our technical support hotline (via telephone or email) which operates during Business Hours. A support phone number and a support email address will be provided to you by us through which your Support Staff can request the Support Services referred to in clause 5.1.

5.3. If you require Support Services during the Term, you must notify us that you require technical support (**Support Request**) in accordance with the following procedure:

(a) you must issue a Support Request to us in accordance with clause 5.2;

(b) when issuing a Support Request, you must ensure that you provide to us:

(i) the impacted User's unique identification number as designated by us;

(ii) the make, model and operating system of the impacted User's mobile device (where applicable);

(iii) a detailed description of the Software Error or Measurement Error;

(iv) details of the version number of the Licensed SDK/s that the Personnel or User is experiencing the Software Error or Measurement Error with;

(v) evidence of the Software Error or Measurement Error; and

(vi) any other information reasonably required by us.

5.4. We shall have no obligation to provide any Support Services with respect to the Licensed SDKs or the AHI Platform to any of your Authorised Third Party Developers, Personnel or Users, other than your Support Staff.

5.5. You must provide Level 1 Technical Support to Users.

5.6. We may temporarily suspend the operation of the Licensed SDKs and/or the AHI Platform or your access to them as reasonably required by us to perform the Support Services.

6. Support Service Prioritisation

6.1. We will prioritise support services requested by you under this SLA in accordance with the following severity code classification (as determined by us in our absolute discretion):

- Major (Severity 1) – A Software Error or Measurement Error which either (a) impacts an essential part of Your App; or (b) materially impacts your business operations.

- Normal (Severity 2) – An Error or Measurement Error which either (a) impacts a non-essential part of Your App; or (b) does not materially impact your business operations.

6.2. We will use reasonable endeavors to acknowledge the receipt of any relevant request for Support Services pursuant to this SLA within the following timeframes:

Severity Level	Target Response Time	Target Resolution Time
Severity Level 1	1 Business Hour	1 Business Day
Severity Level 2	4 Business Hours	5 Business Days

The Target Response Time is measured from the time we receive a Support Request. If a support request is sent outside Business Hours it shall be deemed to be received by us at 9.00 am on the next Business Day. The Target Resolution Time is measured from the time we acknowledge receipt of your Support Request.

6.3. We will use reasonable endeavors to resolve the Software Error or Measurement Error (including by providing a workaround) the subject of any Support Request, within the Target Resolution Time.

6.4. Support Levels are defined as:

Level	Provided By	Description
Level 1	You	Your Support Staff provides end user, first line support in accordance with Support Documentation
Level 2	AHI	Our Support Staff to provide support to your Designated Support Staff if a Support Request is unable to be resolved
Level 3	AHI	Our technical support staff to provide support to Level 2 Support Staff.

7. Exclusions

7.1. We shall have no obligation to provide any Support Services or other technical support with respect to the Licensed SDKs or the AHI Platform other than as expressly required pursuant to this SLA. In addition, and without limiting the foregoing provisions, we shall have no obligation to provide Support Services:

(a) for Software Errors or Measurement Errors occurring during a planned or scheduled outage by us or our hosting providers;

(b) with respect to any Software Error or Measurement Error resulting from your and/or your Third Party Developer's, Personnel's or Users' action or inaction;

(c) for errors caused by or in connection with a Force Majeure Event;

(d) any Software Errors or Measurement Errors caused by use of the Licensed SDKs in conjunction with any third-party software;

(e) for Software Errors or Measurement Errors resulting from third party software bugs and defects;

(f) with respect to Software Errors or Measurement Errors caused by or relating to your technical environment;

(g) with respect to any Error or Measurement Error caused by your and/or your Authorised Third Party Developer's Personnel's or Users' breach of the Agreement; or

(h) if you have failed to pay any outstanding Fees to us as and when due and payable.

Annexure A - Third Party Developer Licence Agreement

Third Party Developer Licence Agreement

This Third Party Developer Licence Agreement ("**Agreement**") is made and entered into on [insert date] by and between Advanced Human Imaging Limited ABN 85 602 111 115 of Unit 5, 71 - 73 South Perth Esplanade, South Perth WA 6151 ("**Licensor**") and [insert Third Party Developer name, ABN and address of licensee] ("**Licensee**", "**you**", "**your**").

1. Definitions and interpretation

1.1 In this Agreement:

'**AHI Software Development Kit**' means one or more software development tools supplied by the Licensor and described by the Licensor as a "software development kit" or "SDK" or that can be used to create applications incorporating smartphone-based human scanning technology. Such software development tools may include:

(a) libraries (including any binary libraries); (b) documentation; (c) software; (d) sample code; and (e) other materials supplied by the Licensor to the Licensee in connection with any such libraries, documentation and sample code.

'**Commencement Date**' means the date on which a copy of the Licensed SDKs are delivered to you or made available to you by the Licensor or the Partner.

'**Confidential Information**' means all information provided by the Licensor to the Licensee in connection with this Agreement where such information is identified by the Licensor as confidential at the time of its disclosure or has the quality of confidential information, but excluding information which is:

(a) on receipt by the Licensee, in the public domain or which subsequently enters the public domain without any breach of this Agreement; or

(b) on receipt by the Licensee, already known by or in the possession of the Licensee and which knowledge or possession can be proven by written contemporaneous records.

Notwithstanding any other provisions of this Agreement, the Licensor's Confidential Information includes the source code in the Licensed SDKs.

'**Documentation**' means any information, materials or documents (whether in electronic form or not) referring to or describing the Licensed SDKs that is provided to you, including any written specifications, user guides, manuals and explanatory materials.

'**Force Majeure Event**' means a circumstance beyond the Licensor's reasonable control, which results in the Licensor being unable to observe or perform on time an obligation under this Agreement.

'**Implementation Audit'** means once the SDK product integration is complete, the Third Party Developer agrees to allow AHI access to a pre-release version of the Third Party Developer Product/s integrated with AHI Licensed SDKs, for the purpose of conducting an Implementation Audit, as documented in Schedule 1 – SDK Implementation Audit Checklist.

'**Intellectual Property Rights**' means all intellectual property rights, including all copyright, patents, trademarks, design rights, trade secrets, domain names and other rights of a similar nature, whether registrable or not and whether registered or not, and any applications for registration or rights to make such an application, anywhere in the World.

'**Licence**' has the meaning given to it in clause 2.2.

'**Licence Period**' means the period commencing on the Commencement Date and concluding upon the conclusion of your engagement with Partner.

'**Licensed SDKs**' means the AHI Software Development Kit, including any new versions, updates, and upgrades.

'**Open Source Licence**' means the applicable licence that governs Open Source Software.

'**Open Source Software**' means any software licensed under any form of open source licence meeting the Open Source Initiative's Open Source Definition (http://www.opensource.org/docs/definition.php).

'**Partner**' means the third party who engages you, or has engaged you, to integrate the Licensed SDKs into its application.

1.2 In this Agreement:

(a) a reference to a person includes a corporation or any other legal entity;

(b) a reference to "a party" is to you or the Licensor as the context dictates and a reference to "parties" is to both you and the Licensor;

(c) a reference to currency is to Australian dollars unless specified otherwise;

(d) the term "includes" (or any similar term) means "includes without limitation"; and

(e) a clause of this Agreement will not be interpreted against a party merely because the party prepared or was responsible for its preparation.

2. Third Party Developer

2.1. You have represented to us that the Partner has engaged you to provide software development services that may require or enable you to access, download, and/or use the Licensed SDKs for that engagement (the "**Purpose**").

2.2. Subject to clause 3, the Licensor grants you, for the Licence Period, a non-exclusive, non-transferable, non-assignable, non-sublicensable licence for you to use Licensed SDKs solely for the Purpose ("**Licence**").

2.3. Upon conclusion of the Licence Period, the Licence shall immediately and automatically terminate and you must destroy all and any copies of the Licensed SDKs in your possession or control.

2.4. You may not use the Licensed SDKs beyond the Licence Period without the Licensor's prior written consent.

3. Restrictions on use

3.1. You may not make any use of the Licensed SDKs except as permitted by the Licence. You may not do or authorise the commission of any act that would or might invalidate or be inconsistent with the Licensor's Intellectual Property Rights in the Licensed SDKs. Without limiting the foregoing provisions, you must not (before, during or after the Licence Period):

(a) license, sublicense, resell, assign, transfer, distribute, or provide others with access to, the Licensed SDKs;

(b) "frame", "mirror" or serve any of the Licensed SDKs on any web server or other computer server over the Internet or any other network;

(c) use the Licensed SDKs to develop a competing product;

(d) provide the Licensed SDKs to any subcontractor or contractor without the Licensor's prior written consent;

(e) copy, alter, modify, create derivative works from, reproduce, transfer to a third party, reverse assemble, reverse engineer, reverse compile or enhance the Licensed SDKs (except as expressly permitted by applicable copyright law); or

(f) use the Licensed SDKs in breach of any statute, regulation, law or legal right of any person.

3.2. You must provide the Licensor with access to your business records, equipment (including computer equipment) and premises as reasonably required by the Licensor to inspect the performance of your obligations under this Agreement.

3.3. Certain parts of the Licensed SDKs comprise of Open Source Software. The applicable Open Source Licences govern your use of those parts of the Licensed SDKs. Those applicable Open Source Licences and the components of the Licensed SDKs governed by those Open Source Licences are documented in the *AHI MultiScan SDK Open Source Licences List* which is a separate document that you may request from the Licensor.

4. Intellectual Property Rights

4.1. Nothing in this Agreement constitutes a transfer of any Intellectual Property Rights.

4.2. The Licensor owns all Intellectual Property Rights in the Licensed SDKs and any modifications, including any updates, upgrades and enhancements in the Licensed SDKs.

4.3. As between you and the Licensor, the Licensor owns all Intellectual Property Rights in the Licensed SDKs and the Documentation. You must not represent that you own the Licensed SDKs, the Documentation or any modifications of the Licensed SDKs and/or the Documentation.

4.4. Except as expressly stated herein, this Agreement does not grant you or any third party any rights to or in patents, copyright, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other Intellectual Property Rights or other rights or licences in respect of the Licensed SDKs or the Documentation.

4.5. You must not directly or indirectly do anything that would or might invalidate, jeopardise, limit, interfere with or put in dispute our or our licensors' ownership in or rights with respect to the Licensed SDKs or Documentation.

4.6. You may not do or authorise the commission of any act that would or might invalidate or be inconsistent with our or our licensors' Intellectual Property Rights in the Licensed SDKs or any Documentation.

4.7. You hereby assign to us all and any Intellectual Property rights that you may have in all and any comments in connection with the Licensed SDKs, the Documentation or requests for any new Licensed SDK features that you or your Personnel may suggest or create (each, an **Improvement Suggestion**). Each Improvement Suggestion becomes our sole and exclusive property. This assignment is effective as soon as you or your officers, employees and agents create any Improvement Suggestion or provides an Improvement Suggestion to us including where applicable under section 197 of the *Copyright Act 1968* (Cth) and in equity. You must execute and procure from your officers, employees and agents the execution of any documentation reasonably required by us to give effect to: (a) the assignment to us of all Intellectual Property Rights that they may have in any Improvement Suggestions; and (b) a waiver for us and any third parties authorised by us to exploit any Moral Rights that they may have in any Improvement Suggestions.

4.8. You must not:

(a) use any of our trademarks or other marks (Marks) except as provided for in this Agreement; or

(b) contest any Mark, apply for registration of any Mark or use or apply for registration of any trademark, trade name, business name, company name or domain name that incorporates any element that is confusingly similar to any Mark.

4.9. Except as expressly provided in this Agreement, you have no rights in respect of any Marks or their associated goodwill, and you hereby acknowledge that all such rights and goodwill inure for the benefit of, and are (and will remain) vested in, us.

5. Confidentiality

5.1. You must not, without the prior written consent of the Licensor, use or disclose the Licensor's Confidential Information unless and to the extent expressly permitted by this Agreement or required by law.

5.2. You may:

(a) use the Confidential Information of the Licensor solely to comply with your obligations and exercise your rights under this Agreement; and

(b) disclose the Confidential Information to a Court but only if compelled by law to do so.

5.3. You must implement and maintain effective security measures to prevent unauthorised use and disclosure of the Licensor's Confidential Information whilst it is in your possession or control.

5.4. You must destroy all Confidential Information (including all copies and notes thereof) of the Licensor in your possession or control, on demand by the Licensor and upon termination of this Agreement for any reason.

6. Responsibility for licenses, authorisations and consents

6.1. You are responsible for obtaining all necessary licenses, authorisations and consents as required to lawfully upload, store or transfer data through or into the Licensed SDKs.

6.2. You must not use the Licensed SDKs in breach of any applicable laws.

6.3. You must indemnify the Licensor for any loss or damage it incurs as a result of your breach of this clause 6.

7. Liability

7.1. To the extent possible by law, the Licensor does not have any liability to you under or in connection with the Licensed SDKs.

7.2. If the Licensed SDKs are supplied to you as a 'consumer' of goods or services within the meaning of that term in the Australian Consumer Law, you will have the benefit of certain non-excludable rights and remedies in respect of the goods or services and nothing in these terms and conditions excludes or restricts or modifies any condition, warranty, guarantee, right or remedy which pursuant to the *Competition and Consumer Act 2010* (Cth) is so conferred. However, if the goods or services are subject to a non-excludable condition, warranty, guarantee, right or remedy implied by the Australian Consumer Law and the goods or services are not ordinarily acquired for personal, domestic or household use or consumption, then pursuant to section 64A of the Australian Consumer Law, the Licensor limits its liability for breach of any such non-excludable warranty, guarantee, right or remedy implied by the Australian Consumer Law (other than a guarantee implied by sections 51, 52 or 53 of the Australian Consumer Law) or expressly given by the Licensor to you, in respect of each of the goods and services, where it is fair and reasonable to do so, at the option of the Licensor, to one or more of the following:

(a) if the breach relates to goods:

(i) the replacement of the goods or the supply of equivalent goods;

(ii) the repair of such goods;

(iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or

(iv) the payment of the cost of having the goods repaired; and

(b) if the breach relates to services:

(i) the supplying of the services again; or

(ii) the payment of the cost of having the services supplied again.

7.3. Other than any non-excludable guarantees implied into this Agreement under the Australian Consumer Law (if any), all conditions, warranties and guarantees implied in this Agreement (including with respect to fitness for purpose) are excluded from this Agreement and the Licensed SDKs are provided "as is" and without any warranty of any kind.

8. Termination

8.1. A party may terminate this Agreement by written notice to the other party (the "defaulting party") if the defaulting party is in material breach of this Agreement which is not remediable, or if capable of remedy where the defaulting party fails to remedy the breach within 14 days of written notice.

8.2. Either party may terminate this Agreement by written notice to the other party at any time.

9. Consequences of Termination

9.1. If this Agreement is terminated or expires for any reason, then, in addition and without prejudice to any other rights or remedies available:

(a) clause 3, 4, 5, 6, 7, 9 and 10 and any other rights or obligations that, by their nature, survive termination, shall so survive;

(b) your right to use the Licensed SDKs immediately ceases and the Licence shall immediately terminate; and

(c) you must immediately destroy all copies of the Licensed SDKs within your possession or control.

10. General

10.1. You must not assign, sublicense or otherwise deal in any other way with any of your rights under this Agreement without the prior written consent of the Licensor. The Licensor may assign or novate its rights or obligations under this Agreement (in whole or in part) at any time.

10.2. Nothing contained in this Agreement creates any partnership, employment, joint venture or agency between the parties.

10.3. The Licensor is under no obligation to provide any maintenance, support, upgrades or updates under this Agreement with respect to the Licensed SDKs.

10.4. This Agreement is the entire agreement between you and Licensor about its subject matter and supersedes all other representations, arrangements or agreements between you and Licensor.

10.5. This Agreement may be amended only by a document signed by the parties and a party's right under this Agreement may not be waived or varied except in writing signed by the party.

10.6. The Licensor will not be responsible for a failure to comply with its obligations under this Agreement to the extent that failure is caused by a Force Majeure Event.

10.7. This Agreement is governed by the laws in force in Western Australia and the United States. In the event that there is a conflict of laws, the laws of Western Australia will govern. Each party submits to the exclusive jurisdiction of the State and Federal Courts of California with respect to any dispute concerning this Agreement.

Signed as an agreement.
Signed for and on behalf of **Advanced Human Imaging Limited**
ABN 85 602 111 115 by its authorised representative:

Vlado Bosanac
CEO

Signed for and on behalf of the Licensee by its authorised representative:

[insert]

[The remainder of this page is left intentionally blank]

Schedule 1 - SDK Implementation Audit Checklist

Auditor name: _____

Third Party Developer Company Name: _____

Audit Date: _____

Partner Company Name: _____

Partner Applications integrated with AHI SDKs: _____

SDK(s) audited (include version numbering): _____

☐	Within the implemented AHI SDKs there are no bugs or UX/UI blockers (eg all buttons work)
☐	No offensive language
☐	No unreadable text
☐	New User - Able to create a new account
☐	New User - Able to create first scan
☐	Returning user – Able to create second scan
☐	Circumference measurements: 6 scan accuracy test - minimum 97% average accuracy in comparison to ISAK physical measurements
☐	Circumference measurements 6 scan repeatability test – minimum 97% average repeatability test

Note: This checklist is to be used for initial Product Integration and, at the discretion of AHI may be used on any subsequent SDK version updates.

There were _____ Non-Conformance's in this audit.

Description of Non-Conformance's (write N/A if 0)

_____

_____

Comments (if applicable)

_____

_____

Auditor Signature: _____

Third Party Developer Representative Name: _____

Third Party Developer Representative Signature: _____

Partner Representative Name: _____

Partner Representative Signature: _____

Schedule 2 – User Fees payable by you to AHI

Pricing description	Body Scan only	Face Scan	Combined Body and Face Scan
Pay Per scan	US$2.00	US$2.00	US$2.99 **Logic needs to be agreed for combined purchases – this is currently not in place**

NB: above revenues are volume pricing to be paid by you to AHI (unless otherwise mutually agreed in writing by you and AHI) **Subscription Pricing details below**

Tier No	Tier Desc	Face Scans Cost Per Month, Per Active User*	Body Scans Cost Per Month, Per Active User*	Combined Body and Face Scans Per Month, Per Active User*
1	1 – 25,000 Active Users	USD$3.99	USD$4.99	USD$6.99
2	25,001 – 50,000 Active Users	USD$3.49	USD$3.99	USD$5.99
3	1 – 100,000 Active Users	USD$2.99	USD$2.99	USD$4.99
4	100,001 – 250,000 Active Users	USD$2.49	USD$2.49	USD$4.49
5	250,001 – 500,000 Active Users	USD$1.99	USD$1.99	USD$3.99
6	500,001 – 1,000,000 Active Users	USD$1.49	USD$1.49	USD$2.99
7	1,000,001 – 3,000,000 Active Users	USD$1.00	USD$1.00	USD$1.99
8	> 3,000,000 active users	USD$0.80	USD$0.80	USD$0.99

Individual Combined (Body and Face scan) without subscription	USD$9.99
4 combined scans per year (paid up front)	USD$24.99
Individual Dermatological scan (once available)	USD$6.99

**The above per month, per user pricing is tier based, where the Customer pays the per month, per user price for the first tier, then the per month, per user price for the second tier and so on.*

- NB 2: above revenues are either per month, per user tier based pricing or individual scan-based pricing to be paid to AHI unless otherwise mutually agreed in writing by Bearn and AHI.
- Monthly Face scan subscription is based on a monthly use policy, allowing the user to take up to 4 Face scans per month.
- Dermatological scans are not included in the per month, per user pricing.
- All above per month, per user pricing is based on a 12-month subscription.

Annexure A – Data Processing Addendum

See attached Data Processing Addendum.

AHI DATA PROCESSING AGREEMENT

PARTIES

(1) **Advanced Human Imaging Limited** (ABN 85 602 111 115) of Unit 5, 71-73 South Perth Esplanade, South Perth Western Australia 6151 (the "Service Provider", "AHI"); and

(2) **BEARN Inc, 814 Law Street, San Diego, CA 92109** as defined in the Master Services Agreement under Commercial Details (the "Licensee or You").

BACKGROUND

(A) Under an agreement (the "Master Services Agreement") between AHI and the Licensee with the Contract Reference indicated in the Master Services Agreement, AHI provides to the Licensee, access to the Licensed SDKs and the AHI Platform (each as defined in the Master Services Agreement) for the purpose of providing smartphone and cloud based digital biometric processing services.

(B) The provision of the services by AHI under the Master Services Agreement involves the processing of Personal Data (as defined below) by AHI on behalf of the Licensee.

(C) The parties have agreed to enter into this Data Processing Agreement ("DPA") to meet the requirements of applicable Data Protection Law.

THE PARTIES AGREE as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. In this DPA any capitalised expression used but not defined in this DPA shall have the meaning provided to it in the Master Services Agreement and the following expressions shall have the following meanings:

Account Data means Personal Data that relates to the Service Provider's supplier relationship with the Licensee.

Controller shall mean the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.

Consent shall mean any freely given, specific, informed and unambiguous indication of the Data Subject's wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the processing of Personal Data relating to him or her.

Data Protection Law refers to all laws and regulations applicable to the Service Provider's processing of Personal Data under this DPA including, without limitation:

- Australian Privacy Act 1998 (Cth) ("**APA"**) and associated legislation such as, the Australian Privacy Amendment (Notifiable Data Breaches) Act 2017 (Cth) ("**NDB Law"**)
- California Consumer Privacy Act, California Civil Code Sections 1798.100 et seq and its implementing regulations ("**CCPA"**)
- UK General Data Protection Regulation ("**UK GDPR"**)

- EU General Data Protection Regulation ("**EU GDPR"**)
- Brazilian General Data Protection Law ("**LGPD"**)
- Peru's Personal Data Protection Law (N°29733 ("**PDPL"**)) and its Regulation (N°003-2013- JUS-Regulation of the PDPL)
- China's Personal Information Protection Law ("**PIPL"**).

Data Subject shall mean an identified or identifiable natural person to whom Personal Data relates.

End User means an individual Data Subject who is a customer or authorised user of any Licensee product or service which incorporates the AHI Service and/or relies upon the AHI Platform.

End User Data means all Personal Data about an End User provided to the Service Provider by the End User and/or the Licensee and including the End User's height, weight, Sex, Age, whether the End User: is a smoker, has hypertension, is on blood pressure medication, is diabetic, together with facial blood-flow information, generated or held on End User devices.

Licensed SDK means the software development kits listed in the Commercial Details of the Master Services Agreement.

Licensee Products means the Licensee software products listed in the Commercial Details of the Master Services Agreement.

AHI Platform has the meaning given to it in the Master Services Agreement.

AHI Services means smartphone digital biometric processing services provided by AHI to the Licensee, using the Licensed SDKs and AHI Platform (each as defined in the Master Services Agreement), through Licensee Products that integrate the Licensed SDKs.

Personal Data has the meaning given thereto under applicable Data Protection Law and also means any information relating to a person ('Data Subject') who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person.

Processor shall mean a natural or legal person, public authority, agency or other body which processes Personal Data on behalf of the Controller.

Personal Data Breach means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed.

'processing' and 'process' shall mean any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Service Data means data processed by the Service Provider about End User devices and how End Users use the Licensee Products which integrate the AHI Services; and activity logs used to optimise and maintain the performance and security of the AHI Services and to investigate and prevent system abuse.

Sensitive Data means Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs or trade union membership, or genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health, or data concerning a natural person's sex life or sexual orientation; and Personal Data relating to criminal convictions and offences and shall be deemed to include "Sensitive Information" as defined in the *Australian Privacy Act 1998* (Cth).

Silhouette means the image of an End-User represented as a solid shape or a single colour, with the interior of a silhouette being featureless.

Supervisory Authority means an independent public authority which is established under the UK GDPR or the EU GDPR.

1.2. In this DPA:

1.2.1. a reference to this DPA includes its schedules;

1.2.2. clause, paragraph, schedule or other headings in this DPA are included for convenience only and shall have no effect on interpretation;

1.2.3. a reference to a 'party' includes that party's successors and permitted assigns;

1.2.4. words in the singular include the plural and vice versa;

1.2.5. any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;

1.2.6. a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form (including email);

1.2.7. references to any applicable laws shall be references to any applicable laws replacing, amending, extending, re-enacting or consolidating any such applicable laws and the equivalent terms defined in such applicable laws, once in force and applicable; and

1.2.8. a reference to any law includes all subordinate legislation made from time to time under that law.

2. SCOPE AND APPLICATION OF THIS AGREEMENT

2.1. This DPA applies to the processing of End User Data by the Service Provider on behalf of the Licensee pursuant to the Master Services Agreement.

2.2 This DPA shall continue in full force and effect for the term of the Master Services Agreement and will automatically and immediately terminate upon termination or expiry of the Master Services Agreement for any reason.

3. PROCESSING OF PERSONAL DATA & INSTRUCTIONS

3.1. The parties acknowledge and agree that with regard to the processing of End User Data, the Licensee shall be the Controller and the Service Provider is a processor (except where the Licensee is a processor to a third party Controller, in which case the Service Provider shall be a sub-processor).

3.2. The Service Provider shall process End User Data solely for the purpose of providing the AHI Services to the Licensee and only in accordance with the Licensee's instructions (including processing initiated by End Users in their use of the AHI Services to the extent integrated into Licensee Products) or as otherwise necessary to comply with applicable laws. Information about the means of processing, including hosting and technical architecture information, are provided at Schedule 3.

3.3 The Licensee's instructions shall only be constituted by:

3.3.1. the Master Services Agreement and this DPA;

3.3.2. the Licensee or any End User uploading or otherwise entering End User data into the AHI Platform;

3.3.3. any settings selected and/or configurations made or initiated by the Licensee or any End User, in or to the AHI Platform or in respect of the AHI Services;

3.3.4. any reasonable written instructions provided by the Licensee to the Service Provider via email or through any communications tool facilitated by the AHI Services which are expressly stated to be written instructions issued by the Licensee as Controller to the Service Provider as processor and which are consistent with the terms of the Master Services Agreement and this DPA; or

3.3.5. the Licensee and/or relevant End-Users using the functionality of the AHI Platform or provided as part of the AHI Services to issue instructions to process Personal Data, such as, to delete Personal Data or export Personal Data.

3.4. The Licensee shall ensure that its instructions comply with applicable Data Protection Law, and the Service Provider shall not be required to comply with the Licensee's instructions if such instructions would violate applicable Data Protection Law or any other law or regulation.

3.5. The parties acknowledge and agree that with regard to the processing of Account Data and Service Data, the Service Provider is an independent Controller, and the Service Provider shall process Account Data and Service Data in accordance with applicable Data Protection Law.

4. LICENSEE'S OBLIGATIONS

4.1. The Licensee shall, in its use of the AHI Platform and AHI Services, process End User Data in accordance with the requirements of applicable Data Protection Law and shall have sole responsibility for the accuracy, quality and legality of End User Data and the means by which it has acquired any End User Data; and represents and warrants to the Service Provider that:

4.1.1. it has complied and will continue to comply, with applicable Data Protection Law in respect of its processing of End User Data;

4.1.2. it has provided, and will continue to provide, all necessary notices (including any applicable requirements to provide notice to End Users regarding the use of the Service Provider as a processor) and has obtained, and will continue to obtain, all Consents and other rights, consents and approvals necessary under applicable Data Protection Law for the Service Provider to process End User Data for the purposes described in this DPA;

4.1.3. it has and will continue to have, the right to upload or transfer End User Data to the AHI Platform for processing in accordance with the terms of the Master Services Agreement and this DPA; and

4.1.4. the processing of End User Data by the Service Provider for the purposes of the Services will not violate the rights of any Data Subject.

5. SUB-PROCESSING

5.1. The Service Provider shall be entitled to use sub-processors to process End User Data for the purpose of providing the AHI Services. For these purposes, the Licensee authorises the use of the sub-processors listed at Schedule 2.

5.2. If the Service Provider intends to use any new sub-processor to process End User Data for the purpose of providing the AHI Services, it shall notify the Licensee thereof in writing following which the Licensee shall have 30 days to object, on reasonable grounds, to the use of any such new sub-processor. If no objection is raised, the Licensee shall be deemed to have authorised the new sub-processor. If the Licensee raises an objection, the parties shall meet (in person, by telephone or by video call) within 7 days of such objection to discuss commercial reasonable alternative solutions in good faith. If the parties cannot reach a resolution in 30 days, the Service Provider shall be entitled to terminate the Master Services Agreement without liability by written notice.

5.3. Before using any sub-processor to process End User Data, the Service Provider shall enter into a sub-processing contract with the sub-processor that meets the requirements of applicable Data Protection Law.

5.4. In the event that a sub-processor used by the Service Provider to process End User Data for the purpose of providing the AHI Service fails to meet its obligations under a sub-processing contract with the Service Provider, the Service Provider shall remain fully liable to the Licensee for failing to meet its obligations under this DPA to the extent caused by the sub-processor's failure.

6. SECURITY & CONFIDENTIALITY

6.1. The Service Provider has implemented and will maintain the technical and organisational measures set out at Schedule 1 (the "Security Measures") to protect End User Data against unauthorised or unlawful processing, accidental loss, destruction, damage, alteration, or disclosure.

6.2. The Licensee acknowledges and agrees that:

6.2.1. the Security Measures provide a level of security for End User Data that is appropriate for the risk to End Users associated with the processing of End User Data, taking in to account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing; and

6.2.2. that the security measures are subject to technical and organisational progress and development and that the Service Provider may update or modify the Security Measures from time to time, provided that such updates do not result in the degradation of the overall security of the AHI Service or protection of End User Data.

6.3. The Service Provider shall ensure that any person who is authorised by it to process End User Data (including its staff, agents and subcontractors) shall be under a contractual obligation of confidentiality.

7. REPORTING & NOTIFICATION of PERSONAL DATA BREACHES

7.1. The Service Provider shall notify the Licensee about any Personal Data Breach without undue delay and in any event within 48 hours (48) hours of identifying the Personal Data Breach.

7.2. The Licensee acknowledges and agrees that the Service Provider is subject to the *Australian Privacy Amendment (Notifiable Data Breaches) Act 2017* (Cth) ("NDB Law"), and that under such law it may be deemed to 'jointly hold' the End User Data with the Licensee for the purposes of the NDB Law and if so, will be required, following a Personal Data Breach to assess whether a reasonable person would conclude that the Personal Data Breach is likely to result in serious harm to affected individuals and if so, to notify the affected Data Subjects and the Office of the Australian Information Commissioner.

7.3. The Licensee acknowledges and agrees that if it is subject to the provisions of the UK GDPR or the EU GDPR, it will need to notify the appropriate Supervisory Authority of a Personal Data Breach without undue delay and, where feasible, not later than 72 hours after having become aware of it, unless the Personal Data Breach is unlikely to result in a risk to the rights and freedoms of Data Subjects.

7.4. The Licensee acknowledges and agrees that if it is subject to the provisions of the UK GDPR or the EU GDPR, it will need to notify the Data Subjects affected by a Personal Data Breach without undue delay, if the Personal Data Breach is likely to result in a high risk to their rights and freedoms.

8. RECORDS, AUDIT & ASSISTANCE

8.1. Where required by applicable Data Protection Law, the Service Provider shall:

8.1.1. make available to the Licensee such information that is in its possession or control as is necessary to demonstrate the Service Provider's compliance with applicable Data Protection Law; and

8.1.2. allow for and contribute to audits, including inspections, by the Licensee (at the Licensee's cost) to enable to Licensee to assess and verify the Service Provider's compliance with applicable Data Protection Law (subject to a maximum of no more than one audit request in any 12 month period).

8.2. Where required by applicable Data Protection Law or upon reasonable request by Licensee, the Service Provider shall (at the Licensee's cost), reasonably assist the Licensee in complying with its obligations under such Data Protection Law (each, a "Data Request") including by:

8.2.1. notifying the Licensee without undue delay if it receives a request from an End User to exercise their rights under applicable Data Protection Law or any other compliant or request relating to the processing of the End User Data;

8.2.2. reasonably cooperating with the Licensee and assisting as reasonably required in relation to any such Data Request by providing such End User Data and information as the Licensee reasonably requires; and

8.2.3. providing reasonable assistance to the Licensee in complying with its obligations under Data applicable Protection Laws with respect to the security of processing, notification of Personal Data breaches, carrying out data protection impact assessments and in its dealings with data protection supervisory authorities.

8.3. Prior to incurring costs associated with a Data Request, the Service Provider shall contact the Licensee and provide an estimate of the expected costs associated with fulfilling the applicable Data Request. Service Provider shall not incur any costs associated with a Data Request unless an estimate of the expected costs associated with fulfilling the applicable Data Request has been approved by Licensee, except in circumstances where the Service Provider has an obligation (independent of License) under applicable Data Protection Law to respond to and/or address the Data Request. Any costs payable by the Licensee under this clause 8 shall be charged by the Service Provider at its standard hourly rates and shall be payable by the Licensee within 7 days of invoice, except where charging for any Data Request is prohibited by applicable Data Protection Law.

9. INTERNATIONAL TRANSFERS

9.1. The Licensee acknowledges and agrees that in connection with the provision of the AHI Services, End User Data will only be transferred to or accessible by AHI personnel based in Australia or AHI's sub-processer NuraLogix, documented in Schedule 2 – Sub Processors, in Canada, for the provision of support services; and unless otherwise agreed in writing, will be hosted in the most relevant region, or as otherwise agreed in writing by AHI and the Licensee.

9.2. The Standard Contractual Clauses will apply to End-User Data that is transferred outside the European Economic Area, the United Kingdom or Switzerland to Australia, the United States of America and to any country not recognised by the European Commission or UK Government as providing an adequate level of protection for personal data as described in the UK GDPR.

9.3. Each party's signature to this Agreement shall be considered a signature to the Standard Contractual Clauses with effect from the date of this Agreement, and the names and addresses of the parties shall be considered to be incorporated into the Standard Contractual Clauses.

9.4. In this DPA, "Standard Contractual Clauses" means (a) the Standard Contractual Clauses contained in the European Commission's decision (C(2010)593) of 5 February 2010 on Standard Contractual Clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection; or (b) any replacement Standard Contractual Clauses issued by the European Commission ; and/or (c) any applicable Standard Contractual Clauses issued by the United Kingdom.

9.5. The relevant Standard Contractual Clauses are incorporated into this DPA by reference. The necessary population of the Standard Contractual Clauses is contained in the body and Schedules to this DPA;

9.6. Capitalised words used in the schedules to the Standard Contractual Clauses shall have the meanings given to them in this DPA. The Service Provider may transfer 'personal information' for the purposes of the Australian Privacy Act 1988 (Cth) to the relevant region provided that it complies with Australian Privacy Principle 8 (Cross-border disclosure of personal information).

9.7. The Service Provider will also adhere to any other applicable Data Protection Law when transferring Personal Data internationally.

10. DELETION & DEIDENTIFICATION OF DATA

10.1. Subject to clause 10.2, the Service Provider shall delete all End User Data (unless retention of End User Data is required by law, in which case the Service Provider shall inform the Licensee of such requirement in writing) or return it to the Licensee (in the format reasonably requested by the Licensee) within a reasonable time after the earlier of the following:

10.1.1. termination of the Master Services Agreement;

10.1.2. where processing of that End User Data is no longer required for the performance of the Service Provider's obligations under this DPA or the Master Services Agreement; and

10.1.3. at the request of an End User, except in circumstances where Service Provider has an obligation (independent of License) under applicable Data Protection Law to delete all of an End User's End User Data.

10.2. Before deleting or returning End User Data to the Licensee in accordance with clause 10.1, the Service Provider shall be permitted to anonymise and aggregate End User Data such that it fully ceases to include Personal Data ("Deidentified Data") and to keep and use the Deidentified Data for any reason deemed fit by AHI.

11. GENERAL

11.1. Amendment: This DPA may not be amended except by a written document executed by the parties. Notwithstanding the foregoing provisions of this paragraph, the Service Provider may amend this DPA by written notice to the Licensee ("Amendment Notice") if and to the extent the amendment is necessary to comply with Data Protection Laws or any amendments made to them, or the requirements of any applicable supervisory, government or regulatory authority. If the Licensee does not agree with any Amendment Notice, it must notify the Service Provider by written notice of that fact within 7 days of the date of the Amendment Notice ("Objection Notice"). If the parties are unable to resolve the objection within 30 days from the date of the Objection Notice ("Dispute Resolution Period"), either party may terminate this DPA for its convenience by written notice within 7 days of the expiry of the Dispute Resolution Period except where Service Provider withdraws the Amendment Notice prior to the expiry of the Dispute Resolution Period.

11.2. Assignment: Neither party may assign, transfer, license or novate its rights or obligations under this DPA without the prior written Consent of the other party.

11.3. Severability: If any provision of this DPA is deemed invalid by a court of competent jurisdiction, the remainder of this DPA shall remain enforceable. If a provision of this DPA conflicts with any Data Protection Law affecting the parties' commercial relationship, that provision will be severed and the remainder of this will remain enforceable.

11.4. Relationship: The parties are independent contractors and this DPA does not create any relationship of partnership, joint venture, or employer and employee or otherwise.

11.5. Counterparts: This DPA may be executed in counterparts provided that no binding agreement shall be reached until the executed counterparts are exchanged.

11.6. Entire Agreement: This DPA and any terms implied herein by any applicable Data Protection Laws constitute the entire agreement between the parties regarding its subject matter and to the extent possible by law, supersedes all prior understandings, representations, arrangements and agreements between the parties, regarding its subject matter.

11.7. Applicable Law: This DPA will be governed by and construed in accordance with the law of the Master Services Agreement. To the extent this Data Processing Agreement is inconsistent with any other provision of the Master Services Agreement, this DPA shall prevail.

SCHEDULE 1: SECURITY MEASURES

The Service Provider has implemented the following technical and organisational security measures:

- Information security policies and related procedures
- Staff security awareness straining
- Security and data protection obligation in staff contracts of employment
- Identity and access management measures including identity verification, multi-factor authentication and authorisation processes in respect of all computer systems
- Anti-malware software, email web filtering and security detection and protection software.
- Physical security measures at all buildings and offices, include door and window locks, filing cabinet locks and visitor access management controls.
- Security assurance activities including internal and external security auditing.
- Network boundary protection controls, including firewalls
- Security testing including penetration testing of software developed by the Service Provider (including the AHI software development kit or 'SDK').
- Data backup and archiving supporting by business continuity and IT disaster recovery plans.
- Where necessary, taking in to account the state of the art, the costs of implementation and the nature, scope, content and purpose of the processing, pseudonymisation and/or encryption of Personal Data.

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SCHEDULE 2: SUB-PROCESSORS

The following Service Provider sub-processors are authorised by the Licensee in relation to the processing of End-User Data on behalf of Licensee:

Sub-Processor	Purpose	Location
NuraLogix Corporation ("NuraLogix")	Face Scan processing Services	Canada
Amazon Web Services	Public Cloud Services	North America
Itoc Pty Ltd	24x7 Monitoring of the AHI Platform	Australia

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SCHEDULE 3: NATURE, MEANS & PURPOSES OF PROCESSING

Part A: Overview of subject matter and duration of the Processing of Personal Data and the nature and purpose of the processing

The Service Provider Processes End User Data on behalf of the Licensee for the purpose of providing smartphone and cloud based digital biometric processing services to the Licensee during the term of the Master Services Agreement.

The Service Provider processes:

- Face Scan Data to calculate heart rate, irregular heartbeats, breathing, blood pressure, heart rate variability, and cardiac workload information, as well as to provide support to End Users.

- Body Scan Data to calculate digital anthropometric circumference measurements, body composition information (such as body fat %), and to provide support to End Users.

The AHI Platform is hosted on the Amazon Web Services (AWS) cloud platform. End-User Data is stored in Amazon Simple Storage Service (Amazon S3), (AWS S3), specifically in AWS USA at the request of the Licensee.

AHI engages independent security experts to regularly test its Licensed SDKs for vulnerability to Open Web Application Security Project standards.

BodyScan

All BodyScan data processing takes place on the End User'sdevice. No End User images or videos ever leave the End User's device, as all measurements are processed on the End User'sdevice.

To process and return Body Scan results, no Personal Data leaves the End User's device.

FaceScan

FaceScan data is processed by the AHI Platform on AWS cloud.

AWS locations are global; however the processing of an End User's data is based on the geographic proximity of the End User's public IP address.

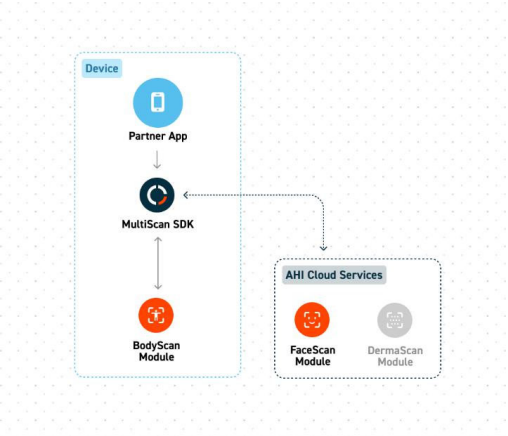
When an End User requests a FaceScan, if they are located in the USA for example, the request will be processed in the USA (North Virginia) located AWS.

The signals (facial blood flow data) are extracted from the FaceScan video and encrypted at rest and on transmission.

All Personal Data is deleted from the AHI Platform immediately after processing.

The diagram at Part B (image below) shows the AHI Platform architecture as at the commencement date of this DPA.

Part B: Architecture



Annexure B – Bearn Inc Implementation Addendum

Bearn Inc Implementation Description

Bearn Inc (Bearn) wish to implement the Advanced Human Imaging (AHI) SDK, allowing Bearn to share the AHI SDK across their partners as a white label or directly into partners via the Bearn SDK.

This addendum, to be annexed to the Master Services Agreement (MSA), is to clarify the specific permitted uses and obligations that may not be clear in some parts of the MSA.

Both AHI and Bearn (parties) agree that for the purposes of this agreement the following definitions apply:

- **App** also means the Bearn SDK.
- **End User** also means Bearn SDK client.

For the purposes of this agreement:

- Third Parties that have access to the AHI SDK can only access the SDK as a dependent of the Bearn SDK.

For the purposes of this agreement:

- implementation support for the AHI SDK will be provided at the same level as an application implementation;
- No additional services or SDK modifications will be provided without prior written consent by AHI.

Signed as an agreement on day of 2022.

Signed for and on behalf of **BEARN Inc**, 814 Law Street, San Diego, CA 92109 by its authorised representative:

Aaron Drew 09/02/2022	/s/ Aaron Drew
CEO	Signature

EXECUTED by **ADVANCED HUMAN IMAGING LIMITED ACN 602 111 115**
in accordance with section 127 of the *Corporations Act 2001* (Cth):

/s/ Vlado Bosanac 09/02/2022	/s/ Steven Richards 08/02/2022
Signature of director	Signature of company secretary
Vlado Bosanac (CEO)	Steven Richards (CFO & Company Secretary)
Name of director	Name of company secretary

Third Party Developer Licence Agreement

Third Party Developer Licence Agreement This Third Party Developer Licence Agreement ("**Agreement**") is made and entered into on [insert date] by and between Advanced Human Imaging Limited ABN 85 602 111 115 of Unit 5, 71 - 73 South Perth Esplanade, South Perth WA 6151 ("**Licensor**") and GPI Holding, LLC having an address at 1370 SW 201st Ave, Beaverton, OR 97003, United States ("**Licensee**", "**you**", "**your**").

1. Definitions and interpretation

1.1 In this Agreement:

AHI Software Development Kit' means one or more software development tools supplied by the Licensor and described by the Licensor as a "software development kit" or "SDK" or that can be used to create applications incorporating smartphone-based human scanning technology. Such software development tools may include: (a) libraries (including any binary libraries); (b) documentation; (c) software; (d) sample code; and (e) other materials supplied by the Licensor to the Licensee in connection with any such libraries, documentation and sample code.

'**Commencement Date**' means the date on which a copy of the Licensed SDKs are delivered to you or made available to you by the Licensor or the Partner.

'**Confidential Information**' means all information provided by the Licensor to the Licensee in connection with this Agreement where such information is identified by the Licensor as confidential at the time of its disclosure or has the quality of confidential information, but excluding information which is:

(a) on receipt by the Licensee, in the public domain or which subsequently enters the public domain without any breach of this Agreement; or

(b) on receipt by the Licensee, already known by or in the possession of the Licensee and which knowledge or possession can be proven by written contemporaneous records.

Notwithstanding any other provisions of this Agreement, the Licensor's Confidential Information includes the source code in the Licensed SDKs.

'**Documentation**' means any information, materials or documents (whether in electronic form or not) referring to or describing the Licensed SDKs that is provided to you, including any written specifications, user guides, manuals and explanatory materials.

'**Force Majeure Event**' means a circumstance beyond the Licensor's reasonable control, which results in the Licensor being unable to observe or perform on time an obligation under this Agreement.

'Implementation Audit' means once the SDK product integration is complete, the Third Party Developer agrees to allow AHI access to a pre-release version of the Third Party Developer Product/s integrated with AHI Licensed SDKs, for the purpose of conducting an Implementation Audit, as documented in Schedule 1 – SDK Implementation Audit Checklist.

'**Intellectual Property Rights**' means all intellectual property rights, including all copyright, patents, trademarks, design rights, trade secrets, domain names and other rights of a similar nature, whether registrable or not and whether registered or not, and any applications for registration or rights to make such an application, anywhere in the World.

'**Licence**' has the meaning given to it in clause 2.2.

'**Licence Period**' means the period commencing on the Commencement Date and concluding upon the conclusion of your engagement with Partner.

'**Licensed SDKs**' means the AHI Software Development Kit, including any new versions, updates, and upgrades.

'**Open Source Licence**' means the applicable licence that governs Open Source Software.

'**Open Source Software**' means any software licensed under any form of open source licence meeting the Open Source Initiative's Open Source Definition (http://www.opensource.org/docs/definition.php).

'**Partner**' means the third party who engages you, or has engaged you, to integrate the Licensed SDKs into its application.

1.2 In this Agreement:

(a) a reference to a person includes a corporation or any other legal entity;

(b) a reference to "a party" is to you or the Licensor as the context dictates and a reference to "parties" is to both you and the Licensor;

(c) a reference to currency is to Australian dollars unless specified otherwise;

(d) the term "includes" (or any similar term) means "includes without limitation"; and

(e) a clause of this Agreement will not be interpreted against a party merely because the party prepared or was responsible for its preparation.

2. Third Party Developer

2.1. You have represented to us that the Partner has engaged you to provide software development services that may require or enable you to access, download, and/or use the Licensed SDKs for that engagement (the "**Purpose**").

2.2. Subject to clause 3, the Licensor grants you, for the Licence Period, a non-exclusive, non-transferable, non-assignable, non-sublicensable licence for you to use Licensed SDKs solely for the Purpose ("**Licence**").

2.3. Upon conclusion of the Licence Period, the Licence shall immediately and automatically terminate and you must destroy all and any copies of the Licensed SDKs in your possession or control.

2.4. You may not use the Licensed SDKs beyond the Licence Period without the Licensor's prior written consent.

3. Restrictions on use

3.1. You may not make any use of the Licensed SDKs except as permitted by the Licence. You may not do or authorise the commission of any act that would or might invalidate or be inconsistent with the Licensor's Intellectual Property Rights in the Licensed SDKs. Without limiting the foregoing provisions, you must not (before, during or after the Licence Period):

(a) license, sublicense, resell, assign, transfer, distribute, or provide others with access to, the Licensed SDKs;

(b) "frame", "mirror" or serve any of the Licensed SDKs on any web server or other computer server over the Internet or any other network;

(c) use the Licensed SDKs to develop a competing product;

(d) provide the Licensed SDKs to any subcontractor or contractor without the Licensor's prior written consent;

(e) copy, alter, modify, create derivative works from, reproduce, transfer to a third party, reverse assemble, reverse engineer, reverse compile or enhance the Licensed SDKs (except as expressly permitted by applicable copyright law); or

(f) use the Licensed SDKs in breach of any statute, regulation, law or legal right of any person.

3.2. You must provide the Licensor with access to your business records, equipment (including computer equipment) and premises as reasonably required by the Licensor to inspect the performance of your obligations under this Agreement.

3.3. Certain parts of the Licensed SDKs comprise of Open Source Software. The applicable Open Source Licences govern your use of those parts of the Licensed SDKs. Those applicable Open Source Licences and the components of the Licensed SDKs governed by those Open Source Licences are documented in the *AHI MultiScan SDK Open Source Licences List* which is a separate document that you may request from the Licensor.

4. Intellectual Property Rights

4.1. Nothing in this Agreement constitutes a transfer of any Intellectual Property Rights.

4.2. The Licensor owns all Intellectual Property Rights in the Licensed SDKs and any modifications, including any updates, upgrades and enhancements in the Licensed SDKs.

4.3. As between you and the Licensor, the Licensor owns all Intellectual Property Rights in the Licensed SDKs and the Documentation. You must not represent that you own the Licensed SDKs, the Documentation or any modifications of the Licensed SDKs and/or the Documentation.

4.4. Except as expressly stated herein, this Agreement does not grant you or any third party any rights to or in patents, copyright, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other Intellectual Property Rights or other rights or licences in respect of the Licensed SDKs or the Documentation.

4.5. You must not directly or indirectly do anything that would or might invalidate, jeopardise, limit, interfere with or put in dispute our or our licensors' ownership in or rights with respect to the Licensed SDKs or Documentation.

4.6. You may not do or authorise the commission of any act that would or might invalidate or be inconsistent with our or our licensors' Intellectual Property Rights in the Licensed SDKs or any Documentation.

4.7. You hereby assign to us all and any Intellectual Property rights that you may have in all and any comments in connection with the Licensed SDKs, the Documentation or requests for any new Licensed SDK features that you or your Personnel may suggest or create (each, an **Improvement Suggestion**). Each Improvement Suggestion becomes our sole and exclusive property. This assignment is effective as soon as you or your officers, employees and agents create any Improvement Suggestion or provides an Improvement Suggestion to us including where applicable under section 197 of the *Copyright Act 1968* (Cth) and in equity. You must execute and procure from your officers, employees and agents the execution of any documentation reasonably required by us to give effect to: (a) the assignment to us of all Intellectual Property Rights that they may have in any Improvement Suggestions; and (b) a waiver for us and any third parties authorised by us to exploit any Moral Rights that they may have in any Improvement Suggestions.

4.8. You must not:

(a) use any of our trademarks or other marks (Marks) except as provided for in this Agreement; or

(b) contest any Mark, apply for registration of any Mark or use or apply for registration of any trademark, trade name, business name, company name or domain name that incorporates any element that is confusingly similar to any Mark.

4.9. Except as expressly provided in this Agreement, you have no rights in respect of any Marks or their associated goodwill, and you hereby acknowledge that all such rights and goodwill inure for the benefit of, and are (and will remain) vested in, us.

5. Confidentiality

5.1. You must not, without the prior written consent of the Licensor, use or disclose the Licensor's Confidential Information unless and to the extent expressly permitted by this Agreement or required by law.

5.2. You may:

(a) use the Confidential Information of the Licensor solely to comply with your obligations and exercise your rights under this Agreement; and

(b) disclose the Confidential Information to a Court but only if compelled by law to do so.

5.3. You must implement and maintain effective security measures to prevent unauthorised use and disclosure of the Licensor's Confidential Information whilst it is in your possession or control.

5.4. You must destroy all Confidential Information (including all copies and notes thereof) of the Licensor in your possession or control, on demand by the Licensor and upon termination of this Agreement for any reason.

6. Responsibility for licenses, authorisations and consents

6.1. You are responsible for obtaining all necessary licenses, authorisations and consents as required to lawfully upload, store or transfer data through or into the Licensed SDKs.

6.2. You must not use the Licensed SDKs in breach of any applicable laws.

6.3. You must indemnify the Licensor for any loss or damage it incurs as a result of your breach of this clause 6.

7. Liability

7.1. To the extent possible by law, the Licensor does not have any liability to you under or in connection with the Licensed SDKs.

7.2. If the Licensed SDKs are supplied to you as a 'consumer' of goods or services within the meaning of that term in the Australian Consumer Law, you will have the benefit of certain non- excludable rights and remedies in respect of the goods or services and nothing in these terms and conditions excludes or restricts or modifies any condition, warranty, guarantee, right or remedy which pursuant to the *Competition and Consumer Act 2010* (Cth) is so conferred. However, if the goods or services are subject to a non-excludable condition, warranty, guarantee, right or remedy implied by the Australian Consumer Law and the goods or services are not ordinarily acquired for personal, domestic or household use or consumption, then pursuant to section 64A of the Australian Consumer Law, the Licensor limits its liability for breach of any such non-excludable warranty, guarantee, right or remedy implied by the Australian Consumer Law (other than a guarantee implied by sections 51, 52 or 53 of the Australian Consumer Law) or expressly given by the Licensor to you, in respect of each of the goods and services, where it is fair and reasonable to do so, at the option of the Licensor, to one or more of the following:

(a) if the breach relates to goods:

(i) the replacement of the goods or the supply of equivalent goods;

(ii) the repair of such goods;

(iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or

(iv) the payment of the cost of having the goods repaired; and

(b) if the breach relates to services:

(i) the supplying of the services again; or

(ii) the payment of the cost of having the services supplied again.

7.3. Other than any non-excludable guarantees implied into this Agreement under the Australian Consumer Law (if any), all conditions, warranties and guarantees implied in this Agreement (including with respect to fitness for purpose) are excluded from this Agreement and the Licensed SDKs are provided "as is" and without any warranty of any kind.

8. Termination

8.1. A party may terminate this Agreement by written notice to the other party (the "defaulting party") if the defaulting party is in material breach of this Agreement which is not remediable, or if capable of remedy where the defaulting party fails to remedy the breach within 14 days of written notice.

8.2. Either party may terminate this Agreement by written notice to the other party at any time.

9. Consequences of Termination

9.1. If this Agreement is terminated or expires for any reason, then, in addition and without prejudice to any other rights or remedies available:

(a) clause 3, 4, 5, 6, 7, 9 and 10 and any other rights or obligations that, by their nature, survive termination, shall so survive;

(b) your right to use the Licensed SDKs immediately ceases and the Licence shall immediately terminate; and

(c) you must immediately destroy all copies of the Licensed SDKs within your possession or control.

10. General

10.1. You must not assign, sublicense or otherwise deal in any other way with any of your rights under this Agreement without the prior written consent of the Licensor. The Licensor may assign or novate its rights or obligations under this Agreement (in whole or in part) at any time.

10.2. Nothing contained in this Agreement creates any partnership, employment, joint venture or agency between the parties.

10.3. The Licensor is under no obligation to provide any maintenance, support, upgrades or updates under this Agreement with respect to the Licensed SDKs.

10.4. This Agreement is the entire agreement between you and Licensor about its subject matter and supersedes all other representations, arrangements or agreements between you and Licensor.

10.5. This Agreement may be amended only by a document signed by the parties and a party's right under this Agreement may not be waived or varied except in writing signed by the party.

10.6. The Licensor will not be responsible for a failure to comply with its obligations under this Agreement to the extent that failure is caused by a Force Majeure Event.

10.7. This Agreement is governed by the laws in force in Western Australia and the United States. In the event that there is a conflict of laws, the laws of Western Australia will govern. Each party submits to the exclusive jurisdiction of the State and Federal Courts of California with respect to any dispute concerning this Agreement.

Signed as an agreement.
Signed for and on behalf of **Advanced Human Imaging Limited** ABN 85 602 111 115 by its authorised representative:

/s/ Vlado Bosanac
Vlado Bosanac
CEO

Signed for and on behalf of the Licensee by its authorised representative:

/s/ Roman Munteanu
Printed Name : Roman Munteanu
CEO

Third Party Developer Licence Agreement

Third Party Developer Licence Agreement This Third Party Developer Licence Agreement ("**Agreement**") is made and entered into on [insert date] by and between Advanced Human Imaging Limited ABN 85 602 111 115 of Unit 5, 71 - 73 South Perth Esplanade, South Perth WA 6151 ("**Licensor**") and **Denys Moroz having an address at 267 mangano cir, Encinitas, CA 92024 ("Licensee", "you", "your").**

1. Definitions and interpretation

1.1 In this Agreement:

'**AHI Software Development Kit**' means one or more software development tools supplied by the Licensor and described by the Licensor as a "software development kit" or "SDK" or that can be used to create applications incorporating smartphone-based human scanning technology. Such software development tools may include: (a) libraries (including any binary libraries); (b) documentation; (c) software; (d) sample code; and (e) other materials supplied by the Licensor to the Licensee in connection with any such libraries, documentation and sample code.

'**Commencement Date**' means the date on which a copy of the Licensed SDKs are delivered to you or made available to you by the Licensor or the Partner.

'**Confidential Information**' means all information provided by the Licensor to the Licensee in connection with this Agreement where such information is identified by the Licensor as confidential at the time of its disclosure or has the quality of confidential information, but excluding information which is:

(a) on receipt by the Licensee, in the public domain or which subsequently enters the public domain without any breach of this Agreement; or

(b) on receipt by the Licensee, already known by or in the possession of the Licensee and which knowledge or possession can be proven by written contemporaneous records.

Notwithstanding any other provisions of this Agreement, the Licensor's Confidential Information includes the source code in the Licensed SDKs.

'**Documentation**' means any information, materials or documents (whether in electronic form or not) referring to or describing the Licensed SDKs that is provided to you, including any written specifications, user guides, manuals and explanatory materials.

'**Force Majeure Event**' means a circumstance beyond the Licensor's reasonable control, which results in the Licensor being unable to observe or perform on time an obligation under this Agreement.

'Implementation Audit' means once the SDK product integration is complete, the Third Party Developer agrees to allow AHI access to a pre-release version of the Third Party Developer Product/s integrated with AHI Licensed SDKs, for the purpose of conducting an Implementation Audit, as documented in Schedule 1 – SDK Implementation Audit Checklist.

'**Intellectual Property Rights**' means all intellectual property rights, including all copyright, patents, trademarks, design rights, trade secrets, domain names and other rights of a similar nature, whether registrable or not and whether registered or not, and any applications for registration or rights to make such an application, anywhere in the World.

'**Licence**' has the meaning given to it in clause 2.2.

'**Licence Period**' means the period commencing on the Commencement Date and concluding upon the conclusion of your engagement with Partner.

'**Licensed SDKs**' means the AHI Software Development Kit, including any new versions, updates, and upgrades.

'**Open Source Licence**' means the applicable licence that governs Open Source Software.

'**Open Source Software**' means any software licensed under any form of open source licence meeting the Open Source Initiative's Open Source Definition (http://www.opensource.org/docs/definition.php).

'**Partner**' means the third party who engages you, or has engaged you, to integrate the Licensed SDKs into its application.

1.2 In this Agreement:

(a) a reference to a person includes a corporation or any other legal entity;

(b) a reference to "a party" is to you or the Licensor as the context dictates and a reference to "parties" is to both you and the Licensor;

(c) a reference to currency is to Australian dollars unless specified otherwise;

(d) the term "includes" (or any similar term) means "includes without limitation"; and

(e) a clause of this Agreement will not be interpreted against a party merely because the party prepared or was responsible for its preparation.

2. Third Party Developer

2.1. You have represented to us that the Partner has engaged you to provide software development services that may require or enable you to access, download, and/or use the Licensed SDKs for that engagement (the "**Purpose**").

2.2. Subject to clause 3, the Licensor grants you, for the Licence Period, a non-exclusive, non-transferable, non-assignable, non-sublicensable licence for you to use Licensed SDKs solely for the Purpose ("**Licence**").

2.3. Upon conclusion of the Licence Period, the Licence shall immediately and automatically terminate and you must destroy all and any copies of the Licensed SDKs in your possession or control.

2.4. You may not use the Licensed SDKs beyond the Licence Period without the Licensor's prior written consent.

3. Restrictions on use

3.1. You may not make any use of the Licensed SDKs except as permitted by the Licence. You may not do or authorise the commission of any act that would or might invalidate or be inconsistent with the Licensor's Intellectual Property Rights in the Licensed SDKs. Without limiting the foregoing provisions, you must not (before, during or after the Licence Period):

(a) license, sublicense, resell, assign, transfer, distribute, or provide others with access to, the Licensed SDKs;

(b) "frame", "mirror" or serve any of the Licensed SDKs on any web server or other computer server over the Internet or any other network;

(c) use the Licensed SDKs to develop a competing product;

(d) provide the Licensed SDKs to any subcontractor or contractor without the Licensor's prior written consent;

(e) copy, alter, modify, create derivative works from, reproduce, transfer to a third party, reverse assemble, reverse engineer, reverse compile or enhance the Licensed SDKs (except as expressly permitted by applicable copyright law); or

(f) use the Licensed SDKs in breach of any statute, regulation, law or legal right of any person.

3.2. You must provide the Licensor with access to your business records, equipment (including computer equipment) and premises as reasonably required by the Licensor to inspect the performance of your obligations under this Agreement.

3.3. Certain parts of the Licensed SDKs comprise of Open Source Software. The applicable Open Source Licences govern your use of those parts of the Licensed SDKs. Those applicable Open Source Licences and the components of the Licensed SDKs governed by those Open Source Licences are documented in the *AHI MultiScan SDK Open Source Licences List* which is a separate document that you may request from the Licensor.

4. Intellectual Property Rights

4.1. Nothing in this Agreement constitutes a transfer of any Intellectual Property Rights.

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4.3. As between you and the Licensor, the Licensor owns all Intellectual Property Rights in the Licensed SDKs and the Documentation. You must not represent that you own the Licensed SDKs, the Documentation or any modifications of the Licensed SDKs and/or the Documentation.

4.4. Except as expressly stated herein, this Agreement does not grant you or any third party any rights to or in patents, copyright, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other Intellectual Property Rights or other rights or licences in respect of the Licensed SDKs or the Documentation.

4.5. You must not directly or indirectly do anything that would or might invalidate, jeopardise, limit, interfere with or put in dispute our or our licensors' ownership in or rights with respect to the Licensed SDKs or Documentation.

4.6. You may not do or authorise the commission of any act that would or might invalidate or be inconsistent with our or our licensors' Intellectual Property Rights in the Licensed SDKs or any Documentation.

4.7. You hereby assign to us all and any Intellectual Property rights that you may have in all and any comments in connection with the Licensed SDKs, the Documentation or requests for any new Licensed SDK features that you or your Personnel may suggest or create (each, an **Improvement Suggestion**). Each Improvement Suggestion becomes our sole and exclusive property. This assignment is effective as soon as you or your officers, employees and agents create any Improvement Suggestion or provides an Improvement Suggestion to us including where applicable under section 197 of the *Copyright Act 1968* (Cth) and in equity. You must execute and procure from your officers, employees and agents the execution of any documentation reasonably required by us to give effect to: (a) the assignment to us of all Intellectual Property Rights that they may have in any Improvement Suggestions; and (b) a waiver for us and any third parties authorised by us to exploit any Moral Rights that they may have in any Improvement Suggestions.

4.8. You must not:

(a) use any of our trademarks or other marks (Marks) except as provided for in this Agreement; or

(b) contest any Mark, apply for registration of any Mark or use or apply for registration of any trademark, trade name, business name, company name or domain name that incorporates any element that is confusingly similar to any Mark.

4.9. Except as expressly provided in this Agreement, you have no rights in respect of any Marks or their associated goodwill, and you hereby acknowledge that all such rights and goodwill inure for the benefit of, and are (and will remain) vested in, us.

5. Confidentiality

5.1. You must not, without the prior written consent of the Licensor, use or disclose the Licensor's Confidential Information unless and to the extent expressly permitted by this Agreement or required by law.

5.2. You may:

(a) use the Confidential Information of the Licensor solely to comply with your obligations and exercise your rights under this Agreement; and

(b) disclose the Confidential Information to a Court but only if compelled by law to do so.

5.3. You must implement and maintain effective security measures to prevent unauthorised use and disclosure of the Licensor's Confidential Information whilst it is in your possession or control.

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6.2. You must not use the Licensed SDKs in breach of any applicable laws.

6.3. You must indemnify the Licensor for any loss or damage it incurs as a result of your breach of this clause 6.

7. Liability

7.1. To the extent possible by law, the Licensor does not have any liability to you under or in connection with the Licensed SDKs.

7.2. If the Licensed SDKs are supplied to you as a 'consumer' of goods or services within the meaning of that term in the Australian Consumer Law, you will have the benefit of certain non excludable rights and remedies in respect of the goods or services and nothing in these terms and conditions excludes or restricts or modifies any condition, warranty, guarantee, right or remedy which pursuant to the *Competition and Consumer Act 2010* (Cth) is so conferred. However, if the goods or services are subject to a non-excludable condition, warranty, guarantee, right or remedy implied by the Australian Consumer Law and the goods or services are not ordinarily acquired for personal, domestic or household use or consumption, then pursuant to section 64A of the Australian Consumer Law, the Licensor limits its liability for breach of any such non-excludable warranty, guarantee, right or remedy implied by the Australian Consumer Law (other than a guarantee implied by sections 51, 52 or 53 of the Australian Consumer Law) or expressly given by the Licensor to you, in respect of each of the goods and services, where it is fair and reasonable to do so, at the option of the Licensor, to one or more of the following:

(a) if the breach relates to goods:

(i) the replacement of the goods or the supply of equivalent goods;

(ii) the repair of such goods;

(iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or

(iv) the payment of the cost of having the goods repaired; and

(b) if the breach relates to services:

(i) the supplying of the services again; or

(ii) the payment of the cost of having the services supplied again.

7.3. Other than any non-excludable guarantees implied into this Agreement under the Australian Consumer Law (if any), all conditions, warranties and guarantees implied in this Agreement (including with respect to fitness for purpose) are excluded from this Agreement and the Licensed SDKs are provided "as is" and without any warranty of any kind.

8. Termination

8.1. A party may terminate this Agreement by written notice to the other party (the "defaulting party") if the defaulting party is in material breach of this Agreement which is not remediable, or if capable of remedy where the defaulting party fails to remedy the breach within 14 days of written notice.

8.2. Either party may terminate this Agreement by written notice to the other party at any time.

9. Consequences of Termination

9.1. If this Agreement is terminated or expires for any reason, then, in addition and without prejudice to any other rights or remedies available:

(a) clause 3, 4, 5, 6, 7, 9 and 10 and any other rights or obligations that, by their nature, survive termination, shall so survive;

(b) your right to use the Licensed SDKs immediately ceases and the Licence shall immediately terminate; and

(c) you must immediately destroy all copies of the Licensed SDKs within your possession or control.

10. General

10.1. You must not assign, sublicense or otherwise deal in any other way with any of your rights under this Agreement without the prior written consent of the Licensor. The Licensor may assign or novate its rights or obligations under this Agreement (in whole or in part) at any time.

10.2. Nothing contained in this Agreement creates any partnership, employment, joint venture or agency between the parties.

10.3. The Licensor is under no obligation to provide any maintenance, support, upgrades or updates under this Agreement with respect to the Licensed SDKs.

10.4. This Agreement is the entire agreement between you and Licensor about its subject matter and supersedes all other representations, arrangements or agreements between you and Licensor.

10.5. This Agreement may be amended only by a document signed by the parties and a party's right under this Agreement may not be waived or varied except in writing signed by the party.

10.6. The Licensor will not be responsible for a failure to comply with its obligations under this Agreement to the extent that failure is caused by a Force Majeure Event.

10.7. This Agreement is governed by the laws in force in Western Australia and the United States. In the event that there is a conflict of laws, the laws of Western Australia will govern. Each party submits to the exclusive jurisdiction of the State and Federal Courts of California with respect to any dispute concerning this Agreement.

Signed as an agreement.

Signed for and on behalf of **Advanced Human Imaging Limited** ABN 85 602 111 115 by its authorised representative:

/s/ Vlado Bosanac

Vlado Bosanac
CEO

Signed for and on behalf of the Licensee by its authorised representative:

Printed Name :
Denys Moroz

Third Party Developer Licence Agreement

Third Party Developer Licence Agreement This Third Party Developer Licence Agreement ("**Agreement**") is made and entered into on [insert date] by and between Advanced Human Imaging Limited ABN 85 602 111 115 of Unit 5, 71 - 73 South Perth Esplanade, South Perth WA 6151 ("**Licensor**") and Bearn, LLC having an address at 814 Law Street, San Diego, CA 92109 _____ ("**Licensee**", "**you**", "**your**").

1. Definitions and interpretation

1.1 In this Agreement:

'AHI Software Development Kit' means one or more software development tools supplied by the Licensor and described by the Licensor as a "software development kit" or "SDK" or that can be used to create applications incorporating smartphone-based human scanning technology. Such software development tools may include: (a) libraries (including any binary libraries); (b) documentation; (c) software; (d) sample code; and (e) other materials supplied by the Licensor to the Licensee in connection with any such libraries, documentation and sample code.

'**Commencement Date**' means the date on which a copy of the Licensed SDKs are delivered to you or made available to you by the Licensor or the Partner.

'**Confidential Information**' means all information provided by the Licensor to the Licensee in connection with this Agreement where such information is identified by the Licensor as confidential at the time of its disclosure or has the quality of confidential information, but excluding information which is:

(a) on receipt by the Licensee, in the public domain or which subsequently enters the public domain without any breach of this Agreement; or

(b) on receipt by the Licensee, already known by or in the possession of the Licensee and which knowledge or possession can be proven by written contemporaneous records. Notwithstanding any other provisions of this Agreement, the Licensor's Confidential Information includes the source code in the Licensed SDKs.

'**Documentation**' means any information, materials or documents (whether in electronic form or not) referring to or describing the Licensed SDKs that is provided to you, including any written specifications, user guides, manuals and explanatory materials.

'**Force Majeure Event**' means a circumstance beyond the Licensor's reasonable control, which results in the Licensor being unable to observe or perform on time an obligation under this Agreement.

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'**Intellectual Property Rights**' means all intellectual property rights, including all copyright, patents, trademarks, design rights, trade secrets, domain names and other rights of a similar nature, whether registrable or not and whether registered or not, and any applications for registration or rights to make such an application, anywhere in the World.

'**Licence**' has the meaning given to it in clause 2.2.

'**Licence Period**' means the period commencing on the Commencement Date and concluding upon the conclusion of your engagement with Partner.

'**Licensed SDKs**' means the AHI Software Development Kit, including any new versions, updates, and upgrades.

'**Open Source Licence**' means the applicable licence that governs Open Source Software.

'**Open Source Software**' means any software licensed under any form of open source licence meeting the Open Source Initiative's Open Source Definition (http://www.opensource.org/docs/definition.php).

'**Partner**' means the third party who engages you, or has engaged you, to integrate the Licensed SDKs into its application.

1.2 In this Agreement:

(a) a reference to a person includes a corporation or any other legal entity;

(b) a reference to "a party" is to you or the Licensor as the context dictates and a reference to "parties" is to both you and the Licensor;

(c) a reference to currency is to Australian dollars unless specified otherwise;

(d) the term "includes" (or any similar term) means "includes without limitation"; and

(e) a clause of this Agreement will not be interpreted against a party merely because the party prepared or was responsible for its preparation.

2. Third Party Developer

2.1. You have represented to us that the Partner has engaged you to provide software development services that may require or enable you to access, download, and/or use the Licensed SDKs for that engagement (the "**Purpose**").

2.2. Subject to clause 3, the Licensor grants you, for the Licence Period, a non-exclusive, non- transferable, non-assignable, non-sublicensable licence for you to use Licensed SDKs solely for the Purpose ("**Licence**").

2.3. Upon conclusion of the Licence Period, the Licence shall immediately and automatically terminate and you must destroy all and any copies of the Licensed SDKs in your possession or control.

2.4. You may not use the Licensed SDKs beyond the Licence Period without the Licensor's prior written consent.

3. Restrictions on use

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(a) license, sublicense, resell, assign, transfer, distribute, or provide others with access to, the Licensed SDKs;

(b) "frame", "mirror" or serve any of the Licensed SDKs on any web server or other computer server over the Internet or any other network;

(c) use the Licensed SDKs to develop a competing product;

(d) provide the Licensed SDKs to any subcontractor or contractor without the Licensor's prior written consent;

(e) copy, alter, modify, create derivative works from, reproduce, transfer to a third party, reverse assemble, reverse engineer, reverse compile or enhance the Licensed SDKs (except as expressly permitted by applicable copyright law); or

(f) use the Licensed SDKs in breach of any statute, regulation, law or legal right of any person.

3.2. You must provide the Licensor with access to your business records, equipment (including computer equipment) and premises as reasonably required by the Licensor to inspect the performance of your obligations under this Agreement.

3.3. Certain parts of the Licensed SDKs comprise of Open Source Software. The applicable Open Source Licences govern your use of those parts of the Licensed SDKs. Those applicable Open Source Licences and the components of the Licensed SDKs governed by those Open Source Licences are documented in the *AHI MultiScan SDK Open Source Licences List* which is a separate document that you may request from the Licensor.

4. Intellectual Property Rights

4.1. Nothing in this Agreement constitutes a transfer of any Intellectual Property Rights.

4.2. The Licensor owns all Intellectual Property Rights in the Licensed SDKs and any modifications, including any updates, upgrades and enhancements in the Licensed SDKs.

4.3. As between you and the Licensor, the Licensor owns all Intellectual Property Rights in the Licensed SDKs and the Documentation. You must not represent that you own the Licensed SDKs, the Documentation or any modifications of the Licensed SDKs and/or the Documentation.

4.4. Except as expressly stated herein, this Agreement does not grant you or any third party any rights to or in patents, copyright, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other Intellectual Property Rights or other rights or licences in respect of the Licensed SDKs or the Documentation.

4.5. You must not directly or indirectly do anything that would or might invalidate, jeopardise, limit, interfere with or put in dispute our or our licensors' ownership in or rights with respect to the Licensed SDKs or Documentation.

4.6. You may not do or authorise the commission of any act that would or might invalidate or be inconsistent with our or our licensors' Intellectual Property Rights in the Licensed SDKs or any Documentation.

4.7. You hereby assign to us all and any Intellectual Property rights that you may have in all and any comments in connection with the Licensed SDKs, the Documentation or requests for any new Licensed SDK features that you or your Personnel may suggest or create (each, an **Improvement Suggestion**). Each Improvement Suggestion becomes our sole and exclusive property. This assignment is effective as soon as you or your officers, employees and agents create any Improvement Suggestion or provides an Improvement Suggestion to us including where applicable under section 197 of the *Copyright Act 1968* (Cth) and in equity. You must execute and procure from your officers, employees and agents the execution of any documentation reasonably required by us to give effect to: (a) the assignment to us of all Intellectual Property Rights that they may have in any Improvement Suggestions; and (b) a waiver for us and any third parties authorised by us to exploit any Moral Rights that they may have in any Improvement Suggestions.

4.8. You must not:

(a) use any of our trademarks or other marks (Marks) except as provided for in this Agreement; or

(b) contest any Mark, apply for registration of any Mark or use or apply for registration of any trademark, trade name, business name, company name or domain name that incorporates any element that is confusingly similar to any Mark.

4.9. Except as expressly provided in this Agreement, you have no rights in respect of any Marks or their associated goodwill, and you hereby acknowledge that all such rights and goodwill inure for the benefit of, and are (and will remain) vested in, us.

5. Confidentiality

5.1. You must not, without the prior written consent of the Licensor, use or disclose the Licensor's Confidential Information unless and to the extent expressly permitted by this Agreement or required by law.

5.2. You may:

(a) use the Confidential Information of the Licensor solely to comply with your obligations and exercise your rights under this Agreement; and

(b) disclose the Confidential Information to a Court but only if compelled by law to do so.

5.3. You must implement and maintain effective security measures to prevent unauthorised use and disclosure of the Licensor's Confidential Information whilst it is in your possession or control.

5.4. You must destroy all Confidential Information (including all copies and notes thereof) of the Licensor in your possession or control, on demand by the Licensor and upon termination of this Agreement for any reason.

6. Responsibility for licenses, authorisations and consents

6.1. You are responsible for obtaining all necessary licenses, authorisations and consents as required to lawfully upload, store or transfer data through or into the Licensed SDKs.

6.2. You must not use the Licensed SDKs in breach of any applicable laws.

6.3. You must indemnify the Licensor for any loss or damage it incurs as a result of your breach of this clause 6.

7. Liability

7.1. To the extent possible by law, the Licensor does not have any liability to you under or in connection with the Licensed SDKs.

7.2. If the Licensed SDKs are supplied to you as a 'consumer' of goods or services within the meaning of that term in the Australian Consumer Law, you will have the benefit of certain non- excludable rights and remedies in respect of the goods or services and nothing in these terms and conditions excludes or restricts or modifies any condition, warranty, guarantee, right or remedy which pursuant to the *Competition and Consumer Act 2010* (Cth) is so conferred. However, if the goods or services are subject to a non-excludable condition, warranty, guarantee, right or remedy implied by the Australian Consumer Law and the goods or services are not ordinarily acquired for personal, domestic or household use or consumption, then pursuant to section 64A of the Australian Consumer Law, the Licensor limits its liability for breach of any such non-excludable warranty, guarantee, right or remedy implied by the Australian Consumer Law (other than a guarantee implied by sections 51, 52 or 53 of the Australian Consumer Law) or expressly given by the Licensor to you, in respect of each of the goods and services, where it is fair and reasonable to do so, at the option of the Licensor, to one or more of the following:

(a) if the breach relates to goods:

(i) the replacement of the goods or the supply of equivalent goods;

(ii) the repair of such goods;

(iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or

(iv) the payment of the cost of having the goods repaired; and

(b) if the breach relates to services:

(i) the supplying of the services again; or

(ii) the payment of the cost of having the services supplied again.

7.3. Other than any non-excludable guarantees implied into this Agreement under the Australian Consumer Law (if any), all conditions, warranties and guarantees implied in this Agreement (including with respect to fitness for purpose) are excluded from this Agreement and the Licensed SDKs are provided "as is" and without any warranty of any kind.

8. Termination

8.1. A party may terminate this Agreement by written notice to the other party (the "defaulting party") if the defaulting party is in material breach of this Agreement which is not remediable, or if capable of remedy where the defaulting party fails to remedy the breach within 14 days of written notice.

8.2. Either party may terminate this Agreement by written notice to the other party at any time.

9. Consequences of Termination

9.1. If this Agreement is terminated or expires for any reason, then, in addition and without prejudice to any other rights or remedies available:

(a) clause 3, 4, 5, 6, 7, 9 and 10 and any other rights or obligations that, by their nature, survive termination, shall so survive;

(b) your right to use the Licensed SDKs immediately ceases and the Licence shall immediately terminate; and

(c) you must immediately destroy all copies of the Licensed SDKs within your possession or control.

10. General

10.1. You must not assign, sublicense or otherwise deal in any other way with any of your rights under this Agreement without the prior written consent of the Licensor. The Licensor may assign or novate its rights or obligations under this Agreement (in whole or in part) at any time.

10.2. Nothing contained in this Agreement creates any partnership, employment, joint venture or agency between the parties.

10.3. The Licensor is under no obligation to provide any maintenance, support, upgrades or updates under this Agreement with respect to the Licensed SDKs.

10.4. This Agreement is the entire agreement between you and Licensor about its subject matter and supersedes all other representations, arrangements or agreements between you and Licensor.

10.5. This Agreement may be amended only by a document signed by the parties and a party's right under this Agreement may not be waived or varied except in writing signed by the party.

10.6. The Licensor will not be responsible for a failure to comply with its obligations under this Agreement to the extent that failure is caused by a Force Majeure Event.

10.7. This Agreement is governed by the laws in force in Western Australia and the United States. In the event that there is a conflict of laws, the laws of Western Australia will govern. Each party submits to the exclusive jurisdiction of the State and Federal Courts of California with respect to any dispute concerning this Agreement.

Signed as an agreement.

Signed for and on behalf of **Advanced Human Imaging Limited** ABN 85 602 111 115 by its authorised representative:

/s/ Vlado Bosanac

Vlado Bosanac
CEO

Signed for and on behalf of the Licensee by its authorised representative:

/s/ Thomas McCotter

Printed Name : Thomas McCotter

Third Party Developer Licence Agreement

Third Party Developer Licence Agreement This Third Party Developer Licence Agreement ("**Agreement**") is made and entered into on [insert date] by and between Advanced Human Imaging Limited ABN 85 602 111 115 of Unit 5, 71 - 73 South Perth Esplanade, South Perth WA 6151 ("**Licensor**") and _____having an address at _____ ("**Licensee**", "**you**", "**your**").

1. Definitions and interpretation

1.1 In this Agreement:

'**AHI Software Development Kit**' means one or more software development tools supplied by the Licensor and described by the Licensor as a "software development kit" or "SDK" or that can be used to create applications incorporating smartphone-based human scanning technology. Such software development tools may include: (a) libraries (including any binary libraries); (b) documentation; (c) software; (d) sample code; and (e) other materials supplied by the Licensor to the Licensee in connection with any such libraries, documentation and sample code.

'**Commencement Date**' means the date on which a copy of the Licensed SDKs are delivered to you or made available to you by the Licensor or the Partner.

'**Confidential Information**' means all information provided by the Licensor to the Licensee in connection with this Agreement where such information is identified by the Licensor as confidential at the time of its disclosure or has the quality of confidential information, but excluding information which is:

(a) on receipt by the Licensee, in the public domain or which subsequently enters the public domain without any breach of this Agreement; or

(b) on receipt by the Licensee, already known by or in the possession of the Licensee and which knowledge or possession can be proven by written contemporaneous records. Notwithstanding any other provisions of this Agreement, the Licensor's Confidential Information includes the source code in the Licensed SDKs.

'**Documentation**' means any information, materials or documents (whether in electronic form or not) referring to or describing the Licensed SDKs that is provided to you, including any written specifications, user guides, manuals and explanatory materials.

'**Force Majeure Event**' means a circumstance beyond the Licensor's reasonable control, which results in the Licensor being unable to observe or perform on time an obligation under this Agreement.

'Implementation Audit' means once the SDK product integration is complete, the Third Party Developer agrees to allow AHI access to a pre-release version of the Third Party Developer Product/s integrated with AHI Licensed SDKs, for the purpose of conducting an Implementation Audit, as documented in Schedule 1 – SDK Implementation Audit Checklist.

'Intellectual Property Rights' means all intellectual property rights, including all copyright, patents, trademarks, design rights, trade secrets, domain names and other rights of a similar nature, whether registrable or not and whether registered or not, and any applications for registration or rights to make such an application, anywhere in the World.

'**Licence**' has the meaning given to it in clause 2.2.

'**Licence Period**' means the period commencing on the Commencement Date and concluding upon the conclusion of your engagement with Partner.

'**Licensed SDKs**' means the AHI Software Development Kit, including any new versions, updates, and upgrades.

'**Open Source Licence**' means the applicable licence that governs Open Source Software.

'**Open Source Software**' means any software licensed under any form of open source licence meeting the Open Source Initiative's Open Source Definition (http://www.opensource.org/docs/definition.php).

'**Partner**' means the third party who engages you, or has engaged you, to integrate the Licensed SDKs into its application.

1.2 In this Agreement:

(a) a reference to a person includes a corporation or any other legal entity;

(b) a reference to "a party" is to you or the Licensor as the context dictates and a reference to "parties" is to both you and the Licensor;

(c) a reference to currency is to Australian dollars unless specified otherwise;

(d) the term "includes" (or any similar term) means "includes without limitation"; and

(e) a clause of this Agreement will not be interpreted against a party merely because the party prepared or was responsible for its preparation.

2. Third Party Developer

2.1. You have represented to us that the Partner has engaged you to provide software development services that may require or enable you to access, download, and/or use the Licensed SDKs for that engagement (the "**Purpose**").

2.2. Subject to clause 3, the Licensor grants you, for the Licence Period, a non-exclusive, non-transferable, non-assignable, non-sublicensable licence for you to use Licensed SDKs solely for the Purpose ("**Licence**").

2.3. Upon conclusion of the Licence Period, the Licence shall immediately and automatically terminate and you must destroy all and any copies of the Licensed SDKs in your possession or control.

2.4. You may not use the Licensed SDKs beyond the Licence Period without the Licensor's prior written consent.

3. Restrictions on use

3.1. You may not make any use of the Licensed SDKs except as permitted by the Licence. You may not do or authorise the commission of any act that would or might invalidate or be inconsistent with the Licensor's Intellectual Property Rights in the Licensed SDKs. Without limiting the foregoing provisions, you must not (before, during or after the Licence Period):

(a) license, sublicense, resell, assign, transfer, distribute, or provide others with access to, the Licensed SDKs;

(b) "frame", "mirror" or serve any of the Licensed SDKs on any web server or other computer server over the Internet or any other network;

(c) use the Licensed SDKs to develop a competing product;

(d) provide the Licensed SDKs to any subcontractor or contractor without the Licensor's prior written consent;

(e) copy, alter, modify, create derivative works from, reproduce, transfer to a third party, reverse assemble, reverse engineer, reverse compile or enhance the Licensed SDKs (except as expressly permitted by applicable copyright law); or

(f) use the Licensed SDKs in breach of any statute, regulation, law or legal right of any person.

3.2. You must provide the Licensor with access to your business records, equipment (including computer equipment) and premises as reasonably required by the Licensor to inspect the performance of your obligations under this Agreement.

3.3. Certain parts of the Licensed SDKs comprise of Open Source Software. The applicable Open Source Licences govern your use of those parts of the Licensed SDKs. Those applicable Open Source Licences and the components of the Licensed SDKs governed by those Open Source Licences are documented in the *AHI MultiScan SDK Open Source Licences List* which is a separate document that you may request from the Licensor.

4. Intellectual Property Rights

4.1. Nothing in this Agreement constitutes a transfer of any Intellectual Property Rights.

4.2. The Licensor owns all Intellectual Property Rights in the Licensed SDKs and any modifications, including any updates, upgrades and enhancements in the Licensed SDKs.

4.3. As between you and the Licensor, the Licensor owns all Intellectual Property Rights in the Licensed SDKs and the Documentation. You must not represent that you own the Licensed SDKs, the Documentation or any modifications of the Licensed SDKs and/or the Documentation.

4.4. Except as expressly stated herein, this Agreement does not grant you or any third party any rights to or in patents, copyright, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other Intellectual Property Rights or other rights or licences in respect of the Licensed SDKs or the Documentation.

4.5. You must not directly or indirectly do anything that would or might invalidate, jeopardise, limit, interfere with or put in dispute our or our licensors' ownership in or rights with respect to the Licensed SDKs or Documentation.

4.6. You may not do or authorise the commission of any act that would or might invalidate or be inconsistent with our or our licensors' Intellectual Property Rights in the Licensed SDKs or any Documentation.

4.7. You hereby assign to us all and any Intellectual Property rights that you may have in all and any comments in connection with the Licensed SDKs, the Documentation or requests for any new Licensed SDK features that you or your Personnel may suggest or create (each, an **Improvement Suggestion**). Each Improvement Suggestion becomes our sole and exclusive property. This assignment is effective as soon as you or your officers, employees and agents create any Improvement Suggestion or provides an Improvement Suggestion to us including where applicable under section 197 of the *Copyright Act 1968* (Cth) and in equity. You must execute and procure from your officers, employees and agents the execution of any documentation reasonably required by us to give effect to: (a) the assignment to us of all Intellectual Property Rights that they may have in any Improvement Suggestions; and (b) a waiver for us and any third parties authorised by us to exploit any Moral Rights that they may have in any Improvement Suggestions.

4.8. You must not:

(a) use any of our trademarks or other marks (Marks) except as provided for in this Agreement; or

(b) contest any Mark, apply for registration of any Mark or use or apply for registration of any trademark, trade name, business name, company name or domain name that incorporates any element that is confusingly similar to any Mark.

4.9. Except as expressly provided in this Agreement, you have no rights in respect of any Marks or their associated goodwill, and you hereby acknowledge that all such rights and goodwill inure for the benefit of, and are (and will remain) vested in, us.

5. Confidentiality

5.1. You must not, without the prior written consent of the Licensor, use or disclose the Licensor's Confidential Information unless and to the extent expressly permitted by this Agreement or required by law.

5.2. You may:

(a) use the Confidential Information of the Licensor solely to comply with your obligations and exercise your rights under this Agreement; and

(b) disclose the Confidential Information to a Court but only if compelled by law to do so.

5.3. You must implement and maintain effective security measures to prevent unauthorised use and disclosure of the Licensor's Confidential Information whilst it is in your possession or control.

5.4. You must destroy all Confidential Information (including all copies and notes thereof) of the Licensor in your possession or control, on demand by the Licensor and upon termination of this Agreement for any reason.

6. Responsibility for licenses, authorisations and consents

6.1. You are responsible for obtaining all necessary licenses, authorisations and consents as required to lawfully upload, store or transfer data through or into the Licensed SDKs.

6.2. You must not use the Licensed SDKs in breach of any applicable laws.

6.3. You must indemnify the Licensor for any loss or damage it incurs as a result of your breach of this clause 6.

7. Liability

7.1. To the extent possible by law, the Licensor does not have any liability to you under or in connection with the Licensed SDKs.

7.2. If the Licensed SDKs are supplied to you as a 'consumer' of goods or services within the meaning of that term in the Australian Consumer Law, you will have the benefit of certain non-excludable rights and remedies in respect of the goods or services and nothing in these terms and conditions excludes or restricts or modifies any condition, warranty, guarantee, right or remedy which pursuant to the *Competition and Consumer Act 2010* (Cth) is so conferred. However, if the goods or services are subject to a non-excludable condition, warranty, guarantee, right or remedy implied by the Australian Consumer Law and the goods or services are not ordinarily acquired for personal, domestic or household use or consumption, then pursuant to section 64A of the Australian Consumer Law, the Licensor limits its liability for breach of any such non-excludable warranty, guarantee, right or remedy implied by the Australian Consumer Law (other than a guarantee implied by sections 51, 52 or 53 of the Australian Consumer Law) or expressly given by the Licensor to you, in respect of each of the goods and services, where it is fair and reasonable to do so, at the option of the Licensor, to one or more of the following:

(a) if the breach relates to goods:

(i) the replacement of the goods or the supply of equivalent goods;

(ii) the repair of such goods;

(iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or

(iv) the payment of the cost of having the goods repaired; and

(b) if the breach relates to services:

(i) the supplying of the services again; or

(ii) the payment of the cost of having the services supplied again.

7.3. Other than any non-excludable guarantees implied into this Agreement under the Australian Consumer Law (if any), all conditions, warranties and guarantees implied in this Agreement (including with respect to fitness for purpose) are excluded from this Agreement and the Licensed SDKs are provided "as is" and without any warranty of any kind.

8. Termination

8.1. A party may terminate this Agreement by written notice to the other party (the "defaulting party") if the defaulting party is in material breach of this Agreement which is not remediable, or if capable of remedy where the defaulting party fails to remedy the breach within 14 days of written notice.

8.2. Either party may terminate this Agreement by written notice to the other party at any time.

9. Consequences of Termination

9.1. If this Agreement is terminated or expires for any reason, then, in addition and without prejudice to any other rights or remedies available:

(a) clause 3, 4, 5, 6, 7, 9 and 10 and any other rights or obligations that, by their nature, survive termination, shall so survive;

(b) your right to use the Licensed SDKs immediately ceases and the Licence shall immediately terminate; and

(c) you must immediately destroy all copies of the Licensed SDKs within your possession or control.

10. General

10.1. You must not assign, sublicense or otherwise deal in any other way with any of your rights under this Agreement without the prior written consent of the Licensor. The Licensor may assign or novate its rights or obligations under this Agreement (in whole or in part) at any time.

10.2. Nothing contained in this Agreement creates any partnership, employment, joint venture or agency between the parties.

10.3. The Licensor is under no obligation to provide any maintenance, support, upgrades or updates under this Agreement with respect to the Licensed SDKs.

10.4. This Agreement is the entire agreement between you and Licensor about its subject matter and supersedes all other representations, arrangements or agreements between you and Licensor.

10.5. This Agreement may be amended only by a document signed by the parties and a party's right under this Agreement may not be waived or varied except in writing signed by the party.

10.6. The Licensor will not be responsible for a failure to comply with its obligations under this Agreement to the extent that failure is caused by a Force Majeure Event.

10.7. This Agreement is governed by the laws in force in Western Australia and the United States. In the event that there is a conflict of laws, the laws of Western Australia will govern. Each party submits to the exclusive jurisdiction of the State and Federal Courts of California with respect to any dispute concerning this Agreement.

Signed as an agreement.

Signed for and on behalf of **Advanced Human Imaging Limited** ABN 85 602 111 115 by its authorised representative:

/s/ Vlado Bosanac

Vlado Bosanac
CEO

Signed for and on behalf of the Licensee by its authorised representative:

/s/ Jonathan Ingram

Printed Name :

Third Party Developer Licence Agreement

Third Party Developer Licence Agreement This Third Party Developer Licence Agreement ("**Agreement**") is made and entered into on [insert date] by and between Advanced Human Imaging Limited ABN 85 602 111 115 of Unit 5, 71 - 73 South Perth Esplanade, South Perth WA 6151 ("**Licensor**") and luanne Vreugdenhil having an address at 2275 Shea Street, Lynden, WA, 98264 _____ ("**Licensee**", "**you**", "**your**").

1. Definitions and interpretation

1.1 In this Agreement:

'**AHI Software Development Kit**' means one or more software development tools supplied by the Licensor and described by the Licensor as a "software development kit" or "SDK" or that can be used to create applications incorporating smartphone-based human scanning technology. Such software development tools may include: (a) libraries (including any binary libraries); (b) documentation; (c) software; (d) sample code; and (e) other materials supplied by the Licensor to the Licensee in connection with any such libraries, documentation and sample code.

'**Commencement Date**' means the date on which a copy of the Licensed SDKs are delivered to you or made available to you by the Licensor or the Partner.

'**Confidential Information**' means all information provided by the Licensor to the Licensee in connection with this Agreement where such information is identified by the Licensor as confidential at the time of its disclosure or has the quality of confidential information, but excluding information which is:

(a) on receipt by the Licensee, in the public domain or which subsequently enters the public domain without any breach of this Agreement; or

(b) on receipt by the Licensee, already known by or in the possession of the Licensee and which knowledge or possession can be proven by written contemporaneous records. Notwithstanding any other provisions of this Agreement, the Licensor's Confidential Information includes the source code in the Licensed SDKs.

'**Documentation**' means any information, materials or documents (whether in electronic form or not) referring to or describing the Licensed SDKs that is provided to you, including any written specifications, user guides, manuals and explanatory materials.

'**Force Majeure Event**' means a circumstance beyond the Licensor's reasonable control, which results in the Licensor being unable to observe or perform on time an obligation under this Agreement.

'**Implementation Audit'** means once the SDK product integration is complete, the Third Party Developer agrees to allow AHI access to a pre-release version of the Third Party Developer Product/s integrated with AHI Licensed SDKs, for the purpose of conducting an Implementation Audit, as documented in Schedule 1 – SDK Implementation Audit Checklist.

'**Intellectual Property Rights**' means all intellectual property rights, including all copyright, patents, trademarks, design rights, trade secrets, domain names and other rights of a similar nature, whether registrable or not and whether registered or not, and any applications for registration or rights to make such an application, anywhere in the World.

'**Licence**' has the meaning given to it in clause 2.2.

'**Licence Period**' means the period commencing on the Commencement Date and concluding upon the conclusion of your engagement with Partner.

'**Licensed SDKs**' means the AHI Software Development Kit, including any new versions, updates, and upgrades.

'**Open Source Licence**' means the applicable licence that governs Open Source Software.

'**Open Source Software**' means any software licensed under any form of open source licence meeting the Open Source Initiative's Open Source Definition (http://www.opensource.org/docs/definition.php).

'**Partner**' means the third party who engages you, or has engaged you, to integrate the Licensed SDKs into its application.

1.2 In this Agreement:

(a) a reference to a person includes a corporation or any other legal entity;

(b) a reference to "a party" is to you or the Licensor as the context dictates and a reference to "parties" is to both you and the Licensor;

(c) a reference to currency is to Australian dollars unless specified otherwise;

(d) the term "includes" (or any similar term) means "includes without limitation"; and

(e) a clause of this Agreement will not be interpreted against a party merely because the party prepared or was responsible for its preparation.

2. Third Party Developer

2.1. You have represented to us that the Partner has engaged you to provide software development services that may require or enable you to access, download, and/or use the Licensed SDKs for that engagement (the "**Purpose**").

2.2. Subject to clause 3, the Licensor grants you, for the Licence Period, a non-exclusive, non-transferable, non-assignable, non-sublicensable licence for you to use Licensed SDKs solely for the Purpose ("**Licence**").

2.3. Upon conclusion of the Licence Period, the Licence shall immediately and automatically terminate and you must destroy all and any copies of the Licensed SDKs in your possession or control.

2.4. You may not use the Licensed SDKs beyond the Licence Period without the Licensor's prior written consent.

3. Restrictions on use

3.1. You may not make any use of the Licensed SDKs except as permitted by the Licence. You may not do or authorise the commission of any act that would or might invalidate or be inconsistent with the Licensor's Intellectual Property Rights in the Licensed SDKs. Without limiting the foregoing provisions, you must not (before, during or after the Licence Period):

(a) license, sublicense, resell, assign, transfer, distribute, or provide others with access to, the Licensed SDKs;

(b) "frame", "mirror" or serve any of the Licensed SDKs on any web server or other computer server over the Internet or any other network;

(c) use the Licensed SDKs to develop a competing product;

(d) provide the Licensed SDKs to any subcontractor or contractor without the Licensor's prior written consent;

(e) copy, alter, modify, create derivative works from, reproduce, transfer to a third party, reverse assemble, reverse engineer, reverse compile or enhance the Licensed SDKs (except as expressly permitted by applicable copyright law); or

(f) use the Licensed SDKs in breach of any statute, regulation, law or legal right of any person.

3.2. You must provide the Licensor with access to your business records, equipment (including computer equipment) and premises as reasonably required by the Licensor to inspect the performance of your obligations under this Agreement.

3.3. Certain parts of the Licensed SDKs comprise of Open Source Software. The applicable Open Source Licences govern your use of those parts of the Licensed SDKs. Those applicable Open Source Licences and the components of the Licensed SDKs governed by those Open Source Licences are documented in the *AHI MultiScan SDK Open Source Licences List* which is a separate document that you may request from the Licensor.

4. Intellectual Property Rights

4.1. Nothing in this Agreement constitutes a transfer of any Intellectual Property Rights.

4.2. The Licensor owns all Intellectual Property Rights in the Licensed SDKs and any modifications, including any updates, upgrades and enhancements in the Licensed SDKs.

4.3. As between you and the Licensor, the Licensor owns all Intellectual Property Rights in the Licensed SDKs and the Documentation. You must not represent that you own the Licensed SDKs, the Documentation or any modifications of the Licensed SDKs and/or the Documentation.

4.4. Except as expressly stated herein, this Agreement does not grant you or any third party any rights to or in patents, copyright, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other Intellectual Property Rights or other rights or licences in respect of the Licensed SDKs or the Documentation.

4.5. You must not directly or indirectly do anything that would or might invalidate, jeopardise, limit, interfere with or put in dispute our or our licensors' ownership in or rights with respect to the Licensed SDKs or Documentation.

4.6. You may not do or authorise the commission of any act that would or might invalidate or be inconsistent with our or our licensors' Intellectual Property Rights in the Licensed SDKs or any Documentation.

4.7. You hereby assign to us all and any Intellectual Property rights that you may have in all and any comments in connection with the Licensed SDKs, the Documentation or requests for any new Licensed SDK features that you or your Personnel may suggest or create (each, an **Improvement Suggestion**). Each Improvement Suggestion becomes our sole and exclusive property. This assignment is effective as soon as you or your officers, employees and agents create any Improvement Suggestion or provides an Improvement Suggestion to us including where applicable under section 197 of the *Copyright Act 1968* (Cth) and in equity. You must execute and procure from your officers, employees and agents the execution of any documentation reasonably required by us to give effect to: (a) the assignment to us of all Intellectual Property Rights that they may have in any Improvement Suggestions; and (b) a waiver for us and any third parties authorised by us to exploit any Moral Rights that they may have in any Improvement Suggestions.

4.8. You must not:

(a) use any of our trademarks or other marks (Marks) except as provided for in this Agreement; or

(b) contest any Mark, apply for registration of any Mark or use or apply for registration of any trademark, trade name, business name, company name or domain name that incorporates any element that is confusingly similar to any Mark.

4.9. Except as expressly provided in this Agreement, you have no rights in respect of any Marks or their associated goodwill, and you hereby acknowledge that all such rights and goodwill inure for the benefit of, and are (and will remain) vested in, us.

5. Confidentiality

5.1. You must not, without the prior written consent of the Licensor, use or disclose the Licensor's Confidential Information unless and to the extent expressly permitted by this Agreement or required by law.

5.2. You may:

(a) use the Confidential Information of the Licensor solely to comply with your obligations and exercise your rights under this Agreement; and

(b) disclose the Confidential Information to a Court but only if compelled by law to do so.

5.3. You must implement and maintain effective security measures to prevent unauthorised use and disclosure of the Licensor's Confidential Information whilst it is in your possession or control.

5.4. You must destroy all Confidential Information (including all copies and notes thereof) of the Licensor in your possession or control, on demand by the Licensor and upon termination of this Agreement for any reason.

6. Responsibility for licenses, authorisations and consents

6.1. You are responsible for obtaining all necessary licenses, authorisations and consents as required to lawfully upload, store or transfer data through or into the Licensed SDKs.

6.2. You must not use the Licensed SDKs in breach of any applicable laws.

6.3. You must indemnify the Licensor for any loss or damage it incurs as a result of your breach of this clause 6.

7. Liability

7.1. To the extent possible by law, the Licensor does not have any liability to you under or in connection with the Licensed SDKs.

7.2. If the Licensed SDKs are supplied to you as a 'consumer' of goods or services within the meaning of that term in the Australian Consumer Law, you will have the benefit of certain non-excludable rights and remedies in respect of the goods or services and nothing in these terms and conditions excludes or restricts or modifies any condition, warranty, guarantee, right or remedy which pursuant to the *Competition and Consumer Act 2010* (Cth) is so conferred. However, if the goods or services are subject to a non-excludable condition, warranty, guarantee, right or remedy implied by the Australian Consumer Law and the goods or services are not ordinarily acquired for personal, domestic or household use or consumption, then pursuant to section 64A of the Australian Consumer Law, the Licensor limits its liability for breach of any such non-excludable warranty, guarantee, right or remedy implied by the Australian Consumer Law (other than a guarantee implied by sections 51, 52 or 53 of the Australian Consumer Law) or expressly given by the Licensor to you, in respect of each of the goods and services, where it is fair and reasonable to do so, at the option of the Licensor, to one or more of the following:

(a) if the breach relates to goods:

(i) the replacement of the goods or the supply of equivalent goods;

(ii) the repair of such goods;

(iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or

(iv) the payment of the cost of having the goods repaired; and

(b) if the breach relates to services:

(i) the supplying of the services again; or

(ii) the payment of the cost of having the services supplied again.

7.3. Other than any non-excludable guarantees implied into this Agreement under the Australian Consumer Law (if any), all conditions, warranties and guarantees implied in this Agreement (including with respect to fitness for purpose) are excluded from this Agreement and the Licensed SDKs are provided "as is" and without any warranty of any kind.

8. Termination

8.1. A party may terminate this Agreement by written notice to the other party (the "defaulting party") if the defaulting party is in material breach of this Agreement which is not remediable, or if capable of remedy where the defaulting party fails to remedy the breach within 14 days of written notice.

8.2. Either party may terminate this Agreement by written notice to the other party at any time.

9. Consequences of Termination

9.1. If this Agreement is terminated or expires for any reason, then, in addition and without prejudice to any other rights or remedies available:

(a) clause 3, 4, 5, 6, 7, 9 and 10 and any other rights or obligations that, by their nature, survive termination, shall so survive;

(b) your right to use the Licensed SDKs immediately ceases and the Licence shall immediately terminate; and

(c) you must immediately destroy all copies of the Licensed SDKs within your possession or control.

10. General

10.1. You must not assign, sublicense or otherwise deal in any other way with any of your rights under this Agreement without the prior written consent of the Licensor. The Licensor may assign or novate its rights or obligations under this Agreement (in whole or in part) at any time.

10.2. Nothing contained in this Agreement creates any partnership, employment, joint venture or agency between the parties.

10.3. The Licensor is under no obligation to provide any maintenance, support, upgrades or updates under this Agreement with respect to the Licensed SDKs.

10.4. This Agreement is the entire agreement between you and Licensor about its subject matter and supersedes all other representations, arrangements or agreements between you and Licensor.

10.5. This Agreement may be amended only by a document signed by the parties and a party's right under this Agreement may not be waived or varied except in writing signed by the party.

10.6. The Licensor will not be responsible for a failure to comply with its obligations under this Agreement to the extent that failure is caused by a Force Majeure Event.

10.7. This Agreement is governed by the laws in force in Western Australia and the United States. In the event that there is a conflict of laws, the laws of Western Australia will govern. Each party submits to the exclusive jurisdiction of the State and Federal Courts of California with respect to any dispute concerning this Agreement.

Signed as an agreement.

Signed for and on behalf of **Advanced Human Imaging Limited** ABN 85 602 111 115 by its authorised representative:

/s/ Vlado Bosanac

Vlado Bosanac
CEO

Signed for and on behalf of the Licensee by its authorised representative:

/s/ luanne Vreugdenhil

Printed Name :

20220209 Bearn Inc - AHI Master Services Agreement inc DPA + SDK implementation addendum + TPD Agre

Final Audit Report 2022-02-10

Created:	2022-02-09
By:	Nadine Amesz (nadine.amesz@advancedhumanimaging.com)
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Agreement completed.
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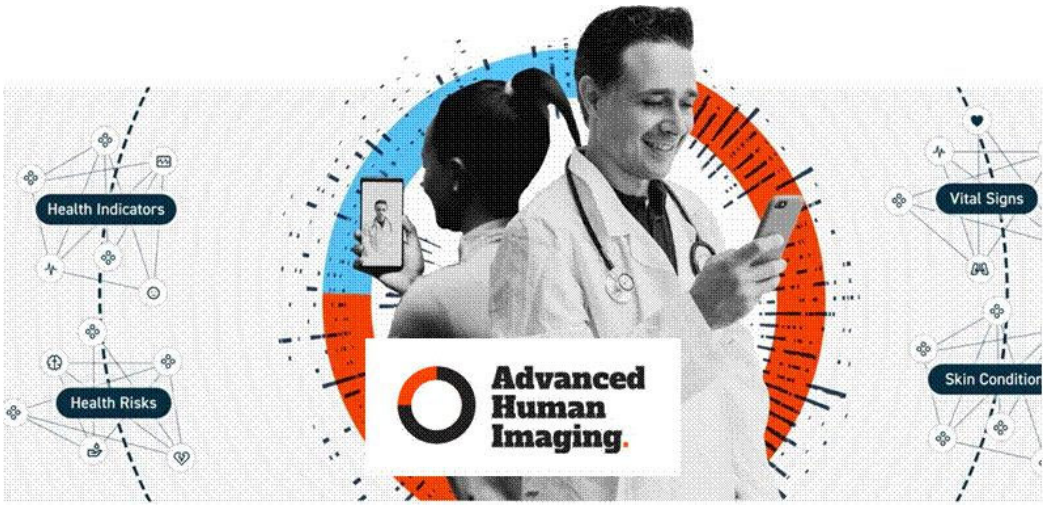
Adobe Sign

Exhibit 4.36



Master Services Agreement

AHI-FORM-0024 v2

This document is confidential and contains trade secrets of Advanced Human Imaging Limited. Unauthorised disclosure, duplication or use of any part of this document without the prior written consent of Advanced Human Imaging Limited is strictly prohibited.

Commercial Details

1. Our Details	Name and ABN	Advanced Human Imaging Limited ABN 85 602 111 115 (**we**, **us**, **our**)		
	Office Address	Unit 5, 71-73 South Perth Esplanade, South Perth WA 6151 Australia		
2. Client Details	Name and Business / Company Number	**NEXTMEDICALL S.A.C., RUC 20605957707 (you, your)**		
	Office Address	Jr. Domingo Ponte Nro. 1171 Dpto. 404, Distrito de Magdalena del Mar, Lima, Peru		
3. Your App	Software Product / App Details	B2C: MiCardioExam / MiFitnessExam App – for Nextmedicall customers B2B: White label		
4. Contract Details	Master Services Agreement Number	AHI010026		
5. AHI SDKs	Product	Components		Included?
	Multi-Scan iOS & Android Software Development Kits (SDKs)	■ Body Circumference measurements ■ Face Scan measurements		Yes Yes
6. Data Processing	Applicable Data Processing Agreement	Data Processing Agreement – BodyScan and FaceScan		
7. Professional Services to be provided by us	Implementation Support Services (for integration of the Licensed SDKs into Your App)	During the 60 day period from the Commencement Date, the following Implementation Support Services will be made available to you for no additional charge after initial SDK hand over meeting: (a) up to a total of 16 hours of software developer time requested by you to support and assist your development team in undertaking Product Integration; (b) up to a total of 100 Support Requests in respect of Measurement Errors. We are not required to provide any other Implementation Services except as may be set out in an Implementation Plan.		
	Training Services	Yes	Up to 4 hours of internet/phone-based training on the SDKs	
	Software Development	No		
	Consulting Services	No	Days: [insert]	
	Support Services	Yes	Support Hours: 9:00 am – 5:00 pm AWST on Business Days	
8. Term	Commencement Date	This Agreement will commence on [insert]		
	Initial Term	1 year commencing on the Commencement Date		
9. Key Contacts	Our Contact Details	Name:	Nadine Amesz	Kevin Baum
		Telephone:	+ 61 412 021 931	+ 61 478 436 719
		Email:	Nadine.amesz@advancedhumanimaging.com Kevin.Baum@avancedhumanimaging.com	
	Your Project Manager	Name:	Jaime Farfan	
		Telephone:	+ 51 999 407034	
		Email:	jfarfan@nextmedicall.com	

Acceptance

By signing below, you and us each agree to (1) the Commercial Details set out above together with the attached (2) Fee Schedule; (3) Terms and Conditions; (4) Service Level Agreement; and (5) the applicable Data Processing Agreement referred to above.

/s/ Katherine Iscoe	/s/ Janet Miranda	/s/ Jorge Heredia
Katherine Iscoe Director, Advanced Human Imaging Ltd	Janet Miranda CEO, Nextmedicall SAC	Jorge Heredia CSO, Nextmedicall SAC
Date:	Date:	Date:

Fee Schedule

User Fees	
Fee Type	Description
User Fees	User Fees are payable based on pricing indicators in **Schedule 2 – User Fees**. An **Active User** is one that accesses the AHI technology serving functionality in Your App at any time in the relevant month. The price per month, per user pricing is incrementally tier based, and requires you to pay the per month, per user price for the first tier, then the per month, per user price for the second tier and so on. As per clause 4 of the Binding Term Sheet, you have warranted and represented that your current User base is an average of 150 teleconsultations per quarter.

Services Fees (further explanation needed)

Service	Description	Price (Excl. GST)*		Payment Terms
Support Services	Incident Support as specified in the SLA.	As per the Level 2 & Level 3 Support Hourly Rates set out below for Ad Hoc Services, per staff member required, where the request type is Incident.		Payable to us on a monthly basis in arrears.
	Measurement Error Support as specified in the SLA.	$100 per Support Request where the request type is Measurement Error Support.		Payable to us on a monthly basis in arrears.
Consulting Services	Consulting services that we may agree to provide.	At the rates set out below under "Ad Hoc Services".		Payable to us on a monthly basis in arrears.
Training Services	Training in respect of the SDKs as specified in clause 17 of the enclosed Terms and Conditions.	[insert] explain		Payable to us on a monthly basis in arrears.
Ad Hoc Services	Time spent providing any services to you for which there is no other rate specified in this Agreement.	Service Type	Hourly Rate	Payable to us on a monthly basis in arrears.
		Level 1 Technical Support Training	$150	
		First 20 Support Requests per month for Measurement Error Support	No additional charge	
		Additional Measurement Error Support+	$100 per request	
		Level 2 Support+	$200	
		Level 3 Support+	$250	
		Quality Assurance consultation	$190	
		Senior Architect consultation	$250	
		Design (UX/UI) consultation	$220	
		Other	[insert]	

* All amounts are in Australian Dollars unless specified otherwise.
\+ Only payable where a defect or error does not cause the Support Request in the Licensed SDK.

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Terms and Conditions

1. Term

1.1. This Agreement will commence on the Commencement Date and will continue for the Initial Term, subject to earlier termination by either party in accordance with this Agreement. Upon expiry of the Initial Term, this Agreement will automatically extend for subsequent consecutive periods each of equivalent length to the Initial Term (each, a **Renewal Term**) until and unless either party notifies the other party in writing of its intent not to renew the Agreement at least thirty (30) days prior to the expiry of the Initial Term or the then current Renewal Term (as applicable) (time being of the essence), in which case if such notice is provided the Agreement shall terminate at the end of the Initial Term or then current Renewal Term (as applicable).

2. Non-exclusive relationship

2.1. The relationship between you and us pursuant to this Agreement is non-exclusive. Nothing in this Agreement will prevent us from supplying any goods or services to any third party in our absolute discretion.

3. Priority

3.1. If any two of the following documents of this Agreement are inconsistent, they will be interpreted in the following order of precedence (highest to lowest):

(a) the terms and conditions in clauses 1 - 29 of these Terms and Conditions;

(b) the SLA;

(c) the Commercial Details;

(d) the Fee Schedule.

3.2. To the extent of any inconsistency between the provisions of the Data Processing Agreement and this Agreement, this Agreement will prevail, except where inconsistent with the Privacy Act, the GDPR or any other applicable data protection laws (collectively, **"Data Protection Laws"**) in which case the provisions of the relevant Data Protection Laws will prevail.

4. Change Control

4.1. If either you or we wish to change any part of this Agreement (**Requesting Party**), the Requesting Party shall deliver a written notice to the other party pursuant to clause 25 setting out the details of the requested change (**Change Request**).

4.2. If you issue a Change Request, we will, if we consider that we can accommodate the Change Request, provide you with a written proposal (**Change Proposal**) setting out:

(a) the likely time required to implement the changes;

(b) any variations to the Fees arising from the changes; and

(c) any consequential variation to the Agreement required by us.

4.3. No change to this Agreement shall be effective unless the change is implemented pursuant to this clause 4 or the change is otherwise agreed in writing by the parties.

5. Integration of the Licensed SDKs into Your App

5.1. You must carry out Product Integration as soon as reasonably practicable, but in any event no later than 3 months following the Commencement Date.

5.2. We have no obligation to provide Implementation Services except to the extent we agree to do so in a separately agreed upon Implementation Plan.

5.3. If there is an Implementation Plan:

(a) we will provide the Implementation Services specified in an Implementation Plan (if any) (**Implementation Services**) within any timeframes for performing the Implementation Services set out therein; and

(b) you will comply with your obligations under the Implementation Plan.

5.4. Except where otherwise agreed in writing by us, all Product Integration costs shall be borne by you.

5.5. You must provide all cooperation, access to Personnel and information reasonably required by us to perform Implementation Services.

5.6. AHI will conduct a quality assurance test prior to the target go-live date (timeframe is estimated between 3-5 days) to verify that the Licensed SDKs have been properly integrated into Your App.

5.7. If Product Integration has not been completed in accordance with clause 5.1 due to your non-compliance with the Implementation Plan, the Documentation, any incompatibility or defect in or with Your App, or due to any other factor (other than our non-performance of the Integration Services) then without limiting any other provisions of this Agreement, you must promptly (and in any event, within 30 days of written request by us) do everything required to complete Product Integration.

6. Licence

6.1. Subject to clause 6.3 and your compliance with this Agreement, we hereby grant you:

(a) a non-exclusive, non-assignable, non-sublicensable, non-transferable licence exercisable by and through your employees and Authorised Third Party Developers, to incorporate the Licensed SDKs into Your App for Product Integration in accordance with the Documentation and any applicable Implementation Plan; and

(b) a non-exclusive, non-assignable, non-sublicensable, non-transferable worldwide licence exercisable by and through your Users, to use the Licensed SDKs in the form integrated into Your App during Product Integration, subject to the Documentation (collectively, the **Licence**).

6.2. You must not use the Licensed SDKs in any way other than pursuant to the Licence.

6.3. Any parts of the Licensed SDKs that are Open Source Software are subject to the applicable Open Source Licence. All applicable Open Source Licenses and the components of the Licensed SDKs that are governed by them are documented in the *AHI MultiScan SDK Open Source Licences List* which is a separate document available from us upon your request.

6.4. You must not commit, permit or otherwise authorise the commission of any act that would or might invalidate or be inconsistent with our Intellectual Property Rights.

6.5. Without limiting clause 6.4, you must not and must not permit any person, including any User or Third Party Developer, to:

(a) resell, on-sell, assign or transfer the Licensed SDKs or purport to do so;

(b) license, sublicense, or provide others with access to, the Licensed SDKs (however, you may license your End Users to use the Licensed SDKs on a non-exclusive, non-assignable, non-transferrable, non-sublicensable, revocable basis solely for them to use the Licensed SDKs from within Your App in the usual course of operating Your App as an end user);

(c) “frame”, “mirror” or serve any of the Licensed SDKs on any web server or other computer server over the internet or any other network;

(d) copy, alter, modify, adapt, create derivative works from, reproduce, distribute, resell, transfer to a third party, reverse assemble, disassemble, reverse engineer, decompile, reverse compile or enhance the Licensed SDKs (except as may be expressly permitted by applicable copyright law);

(e) store, transmit or distribute, or permit the storage, transmission or distribution of, any virus or Your Data or other material using any Licensed SDKs that is unlawful, harmful, threatening, defamatory, infringing, offensive or in breach of any person’s rights or Applicable Law;

(f) use any Licensed SDKs in any way which is in breach of any right of any person or any Applicable Law;

(g) use the Licensed SDKs or any part of them (or allow them to be used) (including any component of any graphical user interface or the look and feel of the Licensed SDKs) to develop, or contribute to the development of, any software or product competitive with the Licensed SDKs;

(h) alter, remove or tamper with any trademarks, patent or copyright notices, confidentiality legend or notice, any numbers or other means of identification used on or in relation to the Licensed SDKs;

(i) use the Licensed SDKs to violate all or any legal rights of any person or company or other entity in any jurisdiction; or

(j) introduce malicious programs into the AHI Platform (e.g., viruses, worms, Trojan horses, e-mail bombs).

6.6. You must:

(a) not permit a Third Party Developer to use the Licensed SDKs unless they are an Authorised Third Party Developer; and/or

(b) ensure that your Authorised Third Party Developers only use the Licensed SDKs to incorporate the Licensed SDKs into Your App for Product Integration in accordance with the Documentation and any applicable Implementation Plan.

6.7. You acknowledge that the integrity of the Licensed SDKs is protected by technical protection measures (**TPMs**) to prevent Intellectual Property Rights, including copyright, in the Licensed SDKs from being misappropriated. You must not attempt in any way to remove or circumvent any TPM in the Licensed SDKs.

7. Licensed SDK versions and support

7.1. During the Term, we may release updates of the Licensed SDKs (**Update**). We will not charge you any fee to provide you with any Updates.

7.2. AHI will provide Support Services in respect of the Licensed SDK during the Term until such time we deem an Update is required. In the event an Update is required, you will be notified and provided a 6-month grace period to accept the Update, and upon expiry of that period you will not be able to use any previous version.

7.3. The provisions of this Agreement that apply to the Licensed SDKs will apply equally to any Updates that we provide to you.

8. The AHI Platform

8.1. We will configure the AHI Platform within the 20 Business Day period after completion of Product Integration to enable Your App to make calls to the AHI Platform via the Licensed SDKs (**AHI Platform Configuration**).

8.2. Following Platform Configuration we undertake to use reasonable endeavours to arrange the hosting of the AHI Platform during the Term in accordance with the Availability Target set out in the SLA.

8.3. Any failure by us to meet the Availability Target shall not constitute a breach of this Agreement.

9. Risk Inference Reference Information

9.1. Any Risk Inference Reference Information that you may obtain from the AHI Platform is general in nature and does not constitute our advice or recommendations and may be obtained from third parties.

9.2. In respect of any Risk Inference Reference Information that you or an End User may obtain from the AHI Platform and/or via the use of the Licensed SDKs, we do not represent or warrant:

(a) the accuracy or correctness of such Risk Inference Reference Information; or

(b) the relevance or suitability of such Risk Inference Reference Information to you, Your App or any User.

9.3. You must independently verify that any Risk Inference Reference Information that you or an End User obtains from the AHI Platform and/or use of the Licensed SDKs is accurate, correct, relevant and suitable before it is relied upon by you, your Personnel, Your App or any User.

9.4. The information provided by the AHI Platform and the Licensed SDKs does not constitute medical advice and we do not provide health diagnoses of any kind.

9.5. We do not provide, nor do we represent that we provide, any medical advice or health diagnoses. Further, we do not represent or warrant that any use of the AHI Platform or the Licensed SDKs will result in the diagnosis, detection, treatment, cure or prevention of any medical disorder, illness or condition.

9.6. You:

(a) agree that you have assessed the AHI Platform and the Licensed SDKs as being suitable for your and your Users' requirements;

(b) agree that to the maximum extent permitted by Law, you use the AHI Platform and the Licensed SDKs at your sole risk; and

(c) hereby irrevocably release us from and against any claims that you might otherwise have against us in connection with any:

(i) Risk Inference Reference Information; and

(ii) other information,

that you, your Personnel, Your App or any End User may receive directly or indirectly from the AHI Platform, the Licensed SDKs or Your App.

9.7. As between you and us, you are solely responsible for:

(a) any healthcare or medical advice, treatment plans, suggestions, exercises and regimes that you provide or recommend to any User;

(b) the accuracy, efficacy and results of any health information (including to the extent that any information from the AHI Platform and/or the SDKs constitutes health information) and advice, and for any clinical reports, health assessments, health care plans, treatment plans, clinical advice, suggestions, exercises, regimes, recommendations, services, clinical or remedial procedures, prescriptions and health services that you provide to any person (individually, a "**Healthcare Service**" and collectively, "**Healthcare Services**"), and for any claims arising in connection with any Healthcare Service that you supply or fail to supply.

9.8. You must indemnify us in respect of any loss and/or damage that we incur in respect of any claim in connection with any Healthcare Service that you provide or fail to provide to any person.

9.9. We do not provide, or represent that we provide, any Healthcare Service and we are not a party to any contract for the provision or receipt of any Healthcare Service. Further, we do not represent or warrant that the AHI Platform and/or the Licensed SDKs or any Users' use of any information generated or provided by them will result in the diagnosis, cure or prevention of any medical disorder or illness or that they are suitable for any End User's specific requirements.

10. Ownership and use of Your Data

10.1. As between you and us, you own all Intellectual Property Rights in Your Data.

10.2. You license us and our suppliers on a non-exclusive, non-transferable, royalty-free basis throughout the Term to use Your Data to provide the Services to you (**Data Licence**). The Data Licence is irrevocable and non-terminable during the Term.

10.3. We shall not be responsible for any loss, destruction, alteration or unauthorised disclosure of any Your Data, except in relation to liability that cannot lawfully be excluded or where caused by our wilful misconduct or intentional misuse of Your Data.

10.4. You warrant and represent that:

(a) Your Data and the collection, processing, storage and/or disclosure of it by us as part of the Services or as otherwise required by Applicable Law will not breach any Applicable Law or right of any person; and

(a) you will ensure at all applicable times that the use, hosting, transmission, modification, processing, collection, holding and disclosure of Your Data via the Licensed SDKs or the AHI Platform does not breach any Applicable Law or any person's rights, and that all relevant consents have been obtained by you as lawfully required for us and our personnel to collect, hold, disclose and otherwise process any Personal Data in the course of performing our obligations or exercising our rights under the Agreement or pursuant to Applicable Law.

10.5. As between you and us, you are solely responsible for the accuracy, legality and quality of all Your Data, for any claims arising in respect of Your Data and for obtaining any permissions, consents, licences, rights and authorisations necessary for us and our suppliers to use, host, modify, hold, transmit, process, store and disclose Your Data in connection with this Agreement.

10.6. If we receive a request from any person for the provision of Personal Data in any Your Data we will forward a copy of the request to you, unless Applicable Law prohibits us from doing so, and you must provide all assistance that we require to comply with our legal obligations in connection with any such request.

10.7. You must indemnify us in respect of any loss and damage that we incur in respect of any claim that any Your Data is lost, unavailable, deleted or corrupted or that the transmission, storage, hosting, disclosure, access or use of Your Data by us or our suppliers, or the processing thereof by us or them, for the proposes of this Agreement, infringes the Intellectual Property Rights or other rights of any person or breaches any Applicable Law, except to the extend caused by our breach of this Agreement.

11. Intellectual Property Rights

11.1. Nothing in this Agreement affects the ownership of any Intellectual Property Rights owned by either party prior to the Commencement Date.

11.2. As between you and us, we own all Intellectual Property Rights in the Licensed SDKs (other than Open Source Software), the AHI Platform and the Documentation, and any updates, upgrades, new versions, and other modifications of the Licensed SDKs, AHI Platform and Documentation. You must not represent that you own the Licensed SDKs, AHI Platform or Documentation or any updates, upgrades, new versions and other modifications of the Licensed SDKs, AHI Platform and/or the Documentation.

11.3. Except as expressly stated herein, this Agreement does not grant you or any third party any rights to or in patents, copyright, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other Intellectual Property Rights or other rights or licences in respect of the Licensed SDKs, AHI Platform or the Documentation.

11.4. You must not directly or indirectly do anything that would or might invalidate, jeopardise, limit, interfere with or put in dispute our or our licensors' ownership in or rights with respect to the Licensed SDKs, AHI Platform or Documentation.

11.5. You may not do or authorise the commission of any act that would or might invalidate or be inconsistent with our or our licensors' Intellectual Property Rights in the Licensed SDKs, the AHI Platform or any Documentation.

11.6. You hereby assign to us all and any Intellectual Property rights that you may have in all and any comments in connection with the Licensed SDKs, the AHI Platform or requests for any new Licensed SDK or AHI Platform features that you or your officers, employees or agents may suggest or create (each, an **Improvement Suggestion**). Each Improvement Suggestion becomes our sole and exclusive property. This assignment is effective as soon as you or your officers, employees, and agents create any Improvement Suggestion or disclose an Improvement Suggestion to us including where applicable under section 197 of the *Copyright Act 1968* (Cth) and in equity. You must execute and procure from your officers, employees and agents the execution of any documentation reasonably required by us to give effect to: (a) the assignment to us of all Intellectual Property Rights that they may have in any Improvement Suggestions; and (b) a waiver for us and any third parties authorised by us to exploit any Moral Rights that they may have in any Improvement Suggestions.

11.7. You must not:

(a) use any of our trade marks or other marks (collectively, **Marks**) without our prior written consent; or

(b) contest any Mark, apply for registration of any Mark or use or apply for registration of any trade mark, trade name, business name, company name or domain name that incorporates any element that is confusingly similar to any Mark.

11.8. Except as expressly provided in this Agreement, you have no rights in respect of any Marks or their associated goodwill. You hereby acknowledge that all such rights and goodwill inure for the benefit of, and are (and will remain) vested in, us.

11.9. We will indemnify you from and against any liability, loss, damage and reasonable costs arising out of any proceeding brought by any third party alleging that you are infringing that third party's Intellectual Property Rights by using the Licensed SDKs in accordance with the Licence (**IP Claim**), provided that:

(a) you notify us immediately upon receipt by you of notice of any IP Claim or upon you suspecting or having reasonable cause to suspect that such an IP Claim may be made;

(b) you do not make any admission or settlement of any IP Claim without our prior written consent;

(c) you give us sole control of the defence and any negotiations for compromise; and

(d) you provide such assistance in connection with the IP Claim, as we may require.

11.10. If the Licensed SDKs becomes the subject of any IP Claim, you must permit us if, and as we consider appropriate:

(a) to replace all or part of the Licensed SDKs with functionally equivalent software;

(b) to modify the Licensed SDKs as necessary to avoid such claim; and/or

(c) to procure a licence from the relevant complainant to allow you to continue using the Licensed SDKs for the balance of the Term.

11.11. If in the above circumstances we are unable to procure for you the right to continue using the Licensed SDKs, or to provide you with functionally equivalent non-infringing software, or to modify the Licensed SDKs, as necessary to avoid the IP Claim, this Agreement and the Licence may be terminated by us.

11.12. Notwithstanding any other provisions of this Agreement, we shall have no liability for or in connection with any IP Claim if such claim is caused by or arises out of:

(a) your use of the Licensed SDKs in combination with software or hardware not supplied or approved in writing by us if such infringement could have been avoided by not combining, operating or using the Licensed SDKs with such software and/or hardware;

(b) any modification of the Licensed SDKs created by any person other than us;

(c) code or content in Your App or the integration of the Licensed SDKs into Your App;

(d) Your Data or any other content or data used or transmitted by, you, your Personnel or any End User;

(e) use of the Licensed SDKs knowingly in breach of any person's rights; or

(f) your breach of any Open Source Licence or this Agreement.

11.13. As between you and us, you, and not us, shall be solely liable for any claims made by any third party in connection with any of the matters referred to in clause 11.12 (a) – (f) and you must indemnify us from and against any liability, loss, damage and reasonable costs arising out of any of those matters.

12. Confidentiality

12.1. Each party (the **first party**) agrees and acknowledges that it may receive information of the other party marked as confidential or has the quality of confidential information during the Term of this Agreement (**Confidential Information**).

12.2. The first party agrees and acknowledges that the Confidential Information of the other party will be received and held by the first party in strict confidence and will not be disclosed by the first party, except:

(a) as required to perform its obligations under this Agreement;

(b) with the prior written consent of the other party;

(c) as must be disclosed by Applicable Law;

(d) where disclosed to its Personnel on a confidential basis;

(e) as required by the rules of any stock exchange; or

(f) as required by a court of competent jurisdiction, and then, only to the extent required, and provided that the first party promptly notifies the other party of such requirement of disclosure and provides full particulars to the other party of the disclosure.

12.3. The first party must use reasonable endeavours to ensure that its Personnel keep the other party's Confidential Information that the first party provides to its Personnel confidential.

12.4. Confidential Information does not include any information:

(a) that is independently developed, obtained or known by the first party, without relying on confidential information received by the first party from the other party;

(b) that the first party can prove was already rightfully known by it at the time of disclosure to it as shown by contemporaneous records;

(c) which is or becomes available to the first party from a third party lawfully in possession of such information and who has the lawful power to disclose such information to the first party on a non-confidential basis; or

(d) that is in the public domain or becomes part of the public domain except where due to a breach of this Agreement or any breach of any obligation of confidence.

12.5. Our Confidential Information includes:

(a) this Agreement;

(b) all parts of the Licensed SDKs and the AHI Platform (including any designs, graphical user interface, the layout of any elements of the Licensed SDKs, the AHI Platform and the look and feel of the Licensed SDKs, the AHI Platform and any Custom Software);

(c) the Documentation;

(d) all Intellectual Property Rights and any proprietary and technical data, trade secrets, patented and unpatented inventions, discoveries, works, improvements, innovations, ideas, concepts, graphs, flow charts, materials, samples, devices, models, know how, techniques, operations, dealings, processes, procedures, secret formula, computer hardware and software programs and designs, drawings, technology, machinery or equipment used or proposed to be used or developed in connection with the Licensed SDKs;

(e) all advertising and marketing information and material provided by us to you; and

(f) the Object Code and Source Code in the Licensed SDKs and AHI Platform,

(collectively, **AHI Confidential Information**).

12.6. The AHI Confidential Information is not your Confidential Information and you must not use, modify, reproduce, release, perform, display or disclose it except as is strictly necessary for you to use the Licensed SDKs in accordance with the Licence.

12.7. You agree that our business involves, among other activities, entering into transactions with third parties who license us to use their software or technology that we use to provide smartphone-based human scanning technology via the Licensed SDKs (**technology licensors**). You irrevocably agree and warrant that you will not, without our prior written consent, during the Term and for 3 years thereafter directly or indirectly, whether alone, with third parties or on behalf of another person or entity, in any capacity:

(a) contact, solicit, accept an approach from, initiate, submit a request for products and/or services to, communicate with and/or enter into any contracts with, our technology licensors;

(b) bypass us by entering into any licence or other contract with our technology licensors (whether or not introduced by us to you) for the purpose of gaining any benefit, whether such benefit is monetary or otherwise; and/or

(c) attempt and/or assist, conspire with, aid, prepare or assist any third party to do anything referred to in clauses 12.7(a) and/or 12.7(b).

12.8. You must indemnify us for any loss or damage we incur as a result of your breach of clause 12.7.

12.9. You acknowledge that clause 12.7 is reasonable and necessary to protect our interests and that a breach of clause 12.7 will expose us to substantial loss and damage and that damages may be inadequate to protect our interests. We shall be entitled to seek and obtain injunctive relief or any other remedy in respect of an actual or potential breach by you of clause 12.7. You shall in good faith immediately upon our request, provide access to any documents and information necessary for us to investigate whether a breach of clause 12.7 has occurred.

13. Fees and Payment Terms

13.1. You must pay the Fees to us in accordance with the Payment Terms.

13.2. The Fees are exclusive of GST and you agree to pay to us all applicable GST that we incur in connection with this Agreement. You must pay all applicable GST, at the same time as the Fees, in accordance with the Payment Terms.

13.3. If you fail to make any payment due to us for any undisputed amounts under this Agreement by the due date for payment, then, without limiting our remedies, you shall pay interest on the overdue amount at the rate of 10% per annum (or if such rate is not permitted under Applicable Law, the highest rate of interest that may be charged under Applicable Law). Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment and you shall pay the interest together with the overdue amount upon demand by us.

13.4. If we have not received payment of any Fees by the due date in accordance with the Payment Terms, then without prejudice to any of our other rights and remedies, we may, without liability to you, suspend the operation of the Licensed SDKs, the AHI Platform and/or all or any part of our obligations under the Agreement.

14. Fee Disputes

14.1. If you, acting reasonably, dispute an amount invoiced by us, you:

(a) must pay the undisputed amount of the invoice by the due date;

(b) must notify us of the dispute and the reasons for the dispute within 7 days of receipt of the invoice; and

(c) may withhold payment of the disputed part of the invoice until the dispute is resolved in accordance with clause 26 (Dispute Resolution).

14.2. On resolution of the dispute in our favor, you must pay any additional amounts agreed or determined to be payable, plus interest at the rate of 10% per annum (or if such rate is not permitted under Applicable Law, the highest rate of interest that may be charged under Applicable Law), accruing daily from the date when the invoiced amount was due for payment until the date on which payment is made.

14.3. You shall pay all legal and debt collection fees, costs and disbursements incurred by us in enforcing your payment obligations under this Agreement.

14.4. You must not withhold payment of any Fees except any Fees that are disputed under clause 14.1.

15. Professional Services

15.1. We have no obligation to provide any professional services under this Agreement except as set out in the Commercial Details.

16. Support Services

16.1. We will provide the Support Services in relation to the Licensed SDKs, subject to the provisions of the Service Level Agreement.

17. Training Services

17.1. We will provide you with the allocated number of hours of onlinebased training set out in the Commercial Details in the use of the Licensed SDKs.

17.2. The start date of the Training Services will be determined by you and us.

17.3. If Training Services are to be provided on your premises, you will be responsible for all reasonable costs and expenses of our Personnel and all trainees in connection with travel to and attendance at the training, including with respect to accommodation, meals and transport (**Expenses**). You must reimburse us for all Expenses that we incur within twenty-eight (28) days of the date of any invoice we issue to you for any Expenses.

18. Software Development Services

18.1. We have no obligation to provide any software development services under this Agreement unless you and we execute a Statement of Work specifying the software development services to be provided and the software to be developed (**Custom Software**).

18.2. You will pay the Fees set out in or referred to in the Statement of Work on a time and materials basis for all time spent carrying out our obligations under this clause 18.

18.3. Except as otherwise agreed in a Statement of Work, we own all Intellectual Property Rights in all Custom Software. To the extent that we do not automatically own all such Intellectual Property Rights, you hereby assign all such Intellectual Property Rights to us. The assignment under this clause 18.3 includes an assignment of future copyright under section 197 of the *Copyright Act 1968* (Cth) and in equity.

18.4. Any Custom Software developed will be subject to the same provisions of the Agreement that apply to Licensed SDKs except as otherwise expressly specified to the contrary in the applicable Custom Development Statement of Work.

19. Third Party Developers

19.1. Under no circumstances may you permit any Third Party Developer to access, download, or use any of the Licensed SDKs or any other product (including Your App) that uses or incorporates any of the Licensed SDKs, unless they are your Third Party Developers who have each entered into a Third Party Developer Licence Agreement.

19.2. You must:

(a) cause each Third Party Developer to enter into a Third Party Developer Licence Agreement with us and provide us with the Third Party Developer Licence Agreement (in the form set out in Annexure A); and

(b) wait for us to approve the Third Party Developer Licence Agreement (in our absolute discretion) and where approved by us, execute the Third Party Developer Licence Agreement,

prior to permitting any Third Party Developer engaged by you to access, download or use any of the Licensed SDKs or Your App which uses or incorporates any of the Licensed SDKs.

19.3. Following our execution of a Third Party Developer Licence Agreement that has been executed by your Third Party Developer, we will provide the fully executed copy to you, and such Third Party Developer shall only from that time be deemed to be an Authorised Third Party Developer.

20. Force Majeure Event

20.1. Each party will not be liable to the other party for any breach of this Agreement to the extent that it is caused or contributed to by a Force Majeure Event.

21. Liability

21.1. Except to the extent that such liability cannot be excluded by Applicable Law, neither party is liable to the other party for any Consequential Loss whether arising in contract, tort (including negligence) or otherwise, and whether the loss or damage is foreseeable or not.

21.2. For any loss or damage that is not otherwise excluded by the provisions of this Agreement, our liability is capped, in the aggregate, to the value of the Fees paid by you under this Agreement, and which cap is reduced to the extent that you or any Force Majeure Event caused or were responsible for such loss or damage.

21.3. You hereby indemnify us in respect of all and any loss and damage incurred by us as a result of any breach by you of your obligations under this Agreement or as a result of Your App infringing the rights of any person or breaching any Applicable Law. You warrant and represent that Your App and all use thereof by us for the purposes of this Agreement, will not infringe the rights of any person or breach any Applicable Law.

21.4. Notwithstanding any other provisions of this Agreement, a party's liability is not limited under the Agreement with respect to:

(a) liability under any indemnity specified in the Agreement;

(b) liability that cannot be limited by law; or

(c) liability for the party's willful misconduct or intentional breach of the Agreement.

22. Warranties and implied guarantees

22.1. Each party warrants that:

(a) it has full capacity, authority and all necessary consents to enter into and to perform this Agreement and to grant the rights referred to in the Agreement and that the Agreement is executed by its duly authorised representative and represents a binding commitment on it; and

(b) it shall comply with all Applicable Laws in the performance of its obligations under this agreement.

22.2. You warrant that your entering into and/or performance of your obligations under this Agreement does not and will not violate or conflict with or result in a breach of, or constitute a default under, or result in the imposition of, any encumbrance under the provisions of your constitution or any contract or other instrument. If any such conflict, breach or default occurs or is likely to occur:

(a) you must immediately disclose full particulars of the actual and/or likely conflict, breach or default and you must indemnify us for any loss or damage that we may incur as a result thereof; and

(b) we may terminate this Agreement by notice to you.

22.3. You warrant that you have made full disclosure to us of all information which would be material to our decision as to whether or not to enter into this Agreement and that the information given by or on your behalf to us to date is true, complete and accurate in all respects and none of that information is misleading whether by inclusion of misleading information or omission of material information or both.

22.4. The goods and services supplied under this Agreement may come with implied non-excludable guarantees which are regulated by the Australian Consumer Law. The extent of the implied guarantees depends on whether you are a 'consumer' of goods or services within the meaning of that term pursuant to the Australian Consumer Law as amended.

22.5. If the goods or services supplied by us to you are supplied to you as a 'consumer' of goods or services within the meaning of that term in the Australian Consumer Law as amended you will have the benefit of certain non-excludable rights and remedies in respect of the goods or services and nothing in the Agreement excludes or restricts or modifies any condition, warranty, guarantee, right or remedy which pursuant to the *Competition and Consumer Act 2010* (Cth) is so conferred. However, if the goods or services are subject to a nonexcludable condition, warranty, guarantee, right or remedy implied by the Australian Consumer Law and the goods or services are not ordinarily acquired for personal, domestic or household use or consumption, then pursuant to section 64A of the Australian Consumer Law, we limit our liability for breach of any such nonexcludable warranty, guarantee, right or remedy implied by the Australian Consumer Law (other than a guarantee implied by sections 51, 52 or 53 of the Australian Consumer Law) or expressly given by us to you, in respect of each of the goods and services, at our option, to one or more of the following:

(a) if the breach relates to goods:

(i) the replacement of the goods or the supply of equivalent goods;

(ii) the repair of such goods;

(iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or

(iv) the payment of the cost of having the goods repaired; and

(b) if the breach relates to services:

(i) the supplying of the services again; or

(ii) the payment of the cost of having the services supplied again.

22.6. Other than with respect to any non-excludable guarantees implied into this Agreement under the Australian Consumer Law, to the maximum extent permitted by law (and if permitted by law):

(a) all conditions, warranties and guarantees implied in the Agreement are excluded, to the extent possible by law;

(b) we do not represent that the information obtained via the Licensed SDKs or the AHI Platform is accurate, correct, up-todate or error free;

(c) we do not warrant that any Licensed SDKs or the AHI Platform are error-free or will operate accurately, correctly or without interruption or will achieve your intended results; and

(d) you accept sole responsibility for the selection of the Licensed SDKs and AHI Platform to achieve your intended results and for any results that you, your Personnel or Users obtain therefrom.

23. Insurance

23.1. Each party will during the Term obtain and maintain the following insurances:

(a) cyber liability and privacy protection insurance in the amount of 100,000 dollars (one hundred thousand dollars); and

(b) any other insurance that the party must obtain under Applicable Law.

23.2. For each insurance policy taken out by a party in accordance with this Agreement it will provide the other party (upon request only) with a certificate of currency which identifies the insurer, policy number, term of the policy, type of insurance and limits of liability for the cover.

24. Suspension and Termination

24.1. We may temporarily and/or permanently suspend and/or disable the performance of the whole or any part of any Licensed SDKs, the AHI Platform or Services and/or your Personnel's and Users' access to and use of any Licensed SDKs, the AHI Platform or Services by way of TPM or otherwise if we know or reasonably suspect that:

(a) you are in breach of the Agreement;

(b) any of your Personnel have not used or are not using the Licensed SDKs in compliance with the Licence;

(c) any Authorised Third Party Developer is in breach of the applicable Third Party Developer Licence Agreement; or

(d) we determine that you or any of your Personnel's use of the Licensed SDKs is likely to lead to any third party instituting or threatening legal proceedings against us or any other person.

24.2. A party (the **first party**) may terminate this Agreement by written notice to the other party (the **Defaulting Party**) if the Defaulting Party is in material breach of this Agreement which is not remediable, or if capable of remedy and the Defaulting Party fails to remedy the material breach within seven (7) days of written notice from the first party requiring the remedying of the breach.

24.3. A party may terminate this Agreement by written notice to the other party if the other party suffers an Insolvency Event.

24.4. We may terminate this Agreement, the Licence or our provision of any Services, if:

(a) you undergo a Change of Control without our prior written consent;

(b) you breach, challenge or dispute the validity of any of our Intellectual Property Rights;

(c) you purport to assign any of your rights or novate any of your obligations under this Agreement without our prior written consent;

(d) you breach any Applicable Law or any person's rights; or

(e) a third party provider ceases to provide hardware, software, products, licences or services that we require to comply with our obligations under this Agreement.

24.5. If this Agreement is terminated or expires for any reason:

(a) any rights or obligations that, by their nature, survive termination shall so survive;

(b) you shall promptly return to us all copies of any of our Confidential Information and Documentation in your possession or control, or if required by us, destroy all such copies of our Confidential Information and Documentation;

(c) in the absence of any direction from you within 30 days following termination or expiry of this Agreement, we shall delete all Your Data that remains in our possession or control;

(d) we do not have any obligation to provide you with any refund, except to the extent that we must do so pursuant to Applicable Law;

(e) your right to use and access the Licensed SDKs, the AHI Platform and any Documentation immediately ceases; and

(f) the Licence will immediately terminate.

24.6. If this Agreement is terminated prior to the expiry of the Initial Term or any then current Renewal Term (other than due to our breach of the Agreement), then without prejudice to any of our other rights, you must pay any amounts (collectively, the **Outstanding Amount**) which we calculate or reasonably estimate would have been payable by you under the Agreement for the remainder of the Initial Term (or then current Renewal Term, if applicable) had the Agreement not been terminated. If an Outstanding Amount is payable, we will send you a tax invoice in respect of the Outstanding Amount and you will pay this invoice within twenty eight (28) days. Payment under this clause 24.6 is not intended to be, and will not be punitive and is intended to compensate us for reasonable losses that we will suffer resulting from the early termination of the Agreement.

25. Notices

25.1. All notices required or permitted to be made under this Agreement shall be in writing and may be delivered if: (a) delivered in person; (b) sent by post to the Licensee's postal addresses identified in the Commercial Details; or (c) sent by email to the Licensee's email addresses identified in the Commercial Details. If notice is delivered in person, notice shall be effectively given upon delivery. If notice is sent by post within Australia, notice shall be effectively given the next Business Day after posting if sent by express post, or 6 Business Days after posting if sent by ordinary post. If notice is sent by post internationally, notice shall be effectively given upon the sender receiving confirmation of delivery from the applicable postal service. If notice is sent by email, notice shall be deemed to have been effectively given on the day it is transmitted if the sender receives a read or delivery receipt confirming delivery or receipt of the email or a reply to the email. Any party may change its address for notice hereunder by giving written notice to the other party in accordance with this clause 25.1.

25.2. Text messages, instant messages, messages sent through social media websites, and similar messages are not considered "written" or "in writing" for the purposes of this Agreement.

26. Dispute Resolution

26.1. If a dispute arises between the parties out of or relating to this Agreement (**Dispute**), each party must seek to resolve it strictly in accordance with the provisions of this clause 26. Compliance with the provisions of this clause is a condition precedent to seeking relief in any court in respect of the Dispute, except as otherwise provided in this clause.

26.2. A party seeking to resolve a Dispute must notify the existence and nature of the Dispute to the other party (**Notification**). Upon receipt of a Notification, each party must refer resolution of the Dispute to their chief executives or lawyers.

26.3. If the Dispute has not been resolved within one (1) calendar month of the Notification, then each party will be entitled to pursue such course of action as it determines.

26.4. Nothing in this clause 26 shall limit either party's right to seek urgent interlocutory relief from any court of competent jurisdiction at any time.

27. Non-compete, non-solicitation

27.1. As per clause 6 of the Binding Term Sheet, you have requested that when you engage with a corporate client and advise AHI of the corporate client's details, AHI will not engage or solicit that client within 180 days of being advised of the engagement between you and said corporate client. We agree, upon your request, that we will refer the corporate client back to you, and advise you as soon as practically possible.

28. General

28.1. Assignment: You shall not assign, transfer, license or novate your rights or obligations under this Agreement without our prior written consent. Any such assignment, transfer, license or novation without our prior written consent is void.

28.2. Waiver: No exercise or failure to exercise or delay in exercising any right or remedy by a party shall constitute a waiver by that party of that or any other right or remedy available to it.

28.3. Invalidity: If any provision of this Agreement or its application to any party or circumstance is or becomes invalid or unenforceable to any extent, the remainder of the Agreement and its application shall not be affected and shall remain enforceable to the greatest extent permitted by law.

28.4. Relationship: Nothing contained in this Agreement creates any partnership, employment, joint venture or agency between the parties.

28.5. Entire Agreement: This Agreement is entered into as an agreement. It constitutes the entire agreement of the parties about its subject matter and supersedes all other proposals, prior agreements, oral or written, arrangements, agreements and all other communications between the parties about its subject matter.

28.6. Amendments: This Agreement may be amended only by a written document signed by all parties and a provision of or a right under this Agreement may not be waived or varied except in writing signed by the party to be bound.

28.7. Jurisdiction: This Agreement is governed by the laws in force in Western Australia. Each party irrevocably submits to the jurisdiction of the courts located in New South Wales and/or Western Australia, and the courts of appeal from them in relation to any dispute concerning the Agreement.

28.8. Counterparts: This Agreement may be executed (including via DocuSign or similar) in counterparts provided that no binding agreement shall be reached until the executed counterparts are exchanged. A counterpart of a document exchanged by email shall constitute evidence of the execution of the original.

29. Definitions and interpretation

29.1. In this Agreement, terms in bold font in brackets have the meanings given thereto as set out in the applicable clauses in which they are defined. Any word starting with a capital letter that is not otherwise defined in this document, shall have the meaning given to it in the SLA. In addition, in these Terms and Conditions the following words have the following meanings:

Agreement means: (1) the Commercial Details; (2) the Fee Schedule; (3) these Terms and Conditions; (4) the Service Level Agreement; and (5) the applicable Data Processing Agreement specified in the Commercial Details.

Applicable Law means any applicable act, law, legislation, rule of the general law, including common law and equity, judicial order or consent or requisition from, by or with any governmental agency, including any Data Protection Law in any applicable jurisdiction.

Australian Consumer Law means schedule 2 to the *Competition and Consumer Act 2010* (Cth).

Authorised Third Party Developer means a person who is deemed to be such pursuant to clause 0.

Business Day means any day from Monday to Friday in Western Australia, excluding public and bank holidays in Western Australia.

Business Hours means 9:00 am – 5:00 pm on Business Days.

Change of Control means a change in the beneficial ownership of more than 25% of: (a) the issued share capital of a company; or (b) the legal power to direct or cause the direction of the general management of the company.

Commencement Date means the commencement date specified in the Commercial Details.

Commercial Details means the table of this document under that heading.

Consequential Loss means any Loss that is:

(a) indirect or consequential to another loss;

(b) loss or damage being or caused by a loss of revenue, loss of profits, loss of savings or anticipated savings or business, loss of data, loss of opportunity, loss of goodwill or expectation loss;

(c) a special, punitive or exemplary loss or damage (including, without limitation, any penalty or fine imposed); or

(d) a pure economic loss.

Custom Software has the meaning given to it in clause 18.1.

Data Processing Agreement means the applicable data processing agreement(s) specified in the Commercial Details.

Documentation means any information, materials or documents (whether in electronic form or not) referring to or describing the Licensed SDKs, the AHI Platform and/or Services that we provide to you, including any written specifications, user guides, manuals and explanatory materials.

Fees means the fees, rates and charges that are payable by you to us under this Agreement, as set out in the Fee Schedule or otherwise agreed in writing between you and us.

Force Majeure Event means any act, event, omission, accident or circumstance beyond our reasonable control.

GDPR means the EU General Data Protection Regulation.

GST has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended or replaced from time to time.

Implementation Plan means a written plan agreed in writing between you and us for the integration of the Licensed SDKs with Your App.

Initial Term means the initial term as set out in the Commercial Details.

Insolvency Event means, in respect of a party: (a) the party ceases to carry on business, is unable to pay its debts as and when they fall due, or is deemed to be insolvent or bankrupt; (b) a receiver or a liquidator or provisional liquidator or an administrator is appointed to the party, or an application (including voluntary application filed by that party) is lodged or an order is made or a resolution is passed for the winding up (whether voluntary or compulsory) of that party; (c) where the party is a partnership, the partnership is dissolved or an application is made for its dissolution; (d) the party suspends payment of its debts to the other party, or the party takes the benefit of any law for the relief of insolvent debtors; or (e) anything analogous or having a substantially similar effect to any of the events described in (a) through (d) above occurs under the law of any applicable jurisdiction.

Intellectual Property Rights means all current and future intellectual property rights, including all copyright, patents, trade marks, design rights, trade secrets, domain names, and other rights of a similar nature and all other rights to intellectual property as defined under Article 2 of the Convention Establishing the World Intellectual Property Organization, whether registrable or not and whether registered or not, and any applications for registration or rights to make such an application, anywhere in the World.

Licensed SDKs means the software development kits specified in the Commercial Details, including any new versions, updates, patches, and upgrades. Such SDKs may include: (a) libraries (including any binary libraries); (b) documentation; (c) software; (d) sample code; and (e) other materials supplied by us to you in connection with any such libraries, Documentation and sample code.

Level 1 Technical Support means first level support services including:

(a) providing a suitable mechanism for your Users to be able to report a fault to you in Your App for diagnosis (i.e support hotline, support emails etc); and

(b) basic investigation of faults reported by your Users.

Loss means any direct or indirect loss, cost, expense, penalties, fines, liability or damage including legal costs on a solicitor/client basis and any claim, demand or proceedings brought, or judgment or order obtained, by a third party.

Measurement Error has the meaning given to it in the SLA.

Moral Rights has the meaning given in the *Copyright Act 1968* (Cth).

Object Code means computer code in a form that a computer can execute, when compiled or converted from its Source Code version.

Open Source Licence means the applicable licence that governs Open Source Software.

Open Source Software means any software licensed under any form of open source licence meeting the Open Source Initiative's Open Source Definition (http://www.opensource.org/docs/definition.php).

Parties or **parties** means you and us and Party or party means either you or us as the context dictates.

Payment Terms means any payment terms and conditions set out in the Fee Schedule.

Personal Data has the meaning given in the Data Processing Agreement.

Personnel means officers, agents, employees and subcontractors (excluding any Third Party Developer and Authorised Third Party Developer). We are not your Personnel and you are not our Personnel for the purposes of this definition.

Privacy Act means the *Privacy Act 1988* (Cth).

Product Integration means the process of integrating the Licensed SDKs into Your App(s).

Risk Inference Reference Information means health risk information derived from applying a specific risk study to a set of scan results produced by the Licensed SDKs.

Scheduled Outage means any downtime of the AHI Platform scheduled by us or any of our suppliers in advance with respect to the hosting of the AHI Platform.

Service Level Agreement or **SLA** means the document entitled "Service Level Agreement (SLA)" attached to this MSA.

Services means the Implementation Services, Support Services (as that term is defined in the SLA), the Training Services, the processing of Your Data by the AHI Platform and any other services that we agree to supply pursuant to this Agreement.

Source Code means computer code in human-readable form, that when compiled becomes Object Code.

Statement of Work or **SOW** means a document entitled "Statement of Work" executed by you and us.

Support Request has the meaning given to it in the SLA.

Support Services has the meaning given to it in the SLA.

Term means the Initial Term and any applicable Renewal Terms.

Terms and Conditions means clauses 1 - 29 of this document.

Third Party Developer means a third party software developer engaged or to be engaged by you to provide software development services to you.

Third Party Developer Licence Agreement mean the agreement set out at Annexure A to this Agreement.

User means an end user authorised by you to use Your App.

Your App has the meaning given to it in the Commercial Details.

Your Data means all data entered into the AHI Platform via Your App.

29.2. In this Agreement, the following rules of construction applies, unless the context otherwise requires:

(a) headings and underlinings are for convenience only and do not affect the construction of the Agreement;

(b) a provision of the Agreement will not be interpreted against a party because the party prepared or was responsible for the preparation of the provision, or because the party's legal representative prepared the provision;

(c) currency or "$" refers to Australian Dollars;

(d) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;

(e) a reference to a clause, subclause or paragraph is a reference to a clause, subclause or paragraph of the Agreement;

(f) a reference to a subclause or paragraph is a reference to the subclause or paragraph in the clause in which the reference is made;

(g) a reference to time is to time in New South Wales;

(h) a reference to a person includes a reference to an individual, a partnership, a company, a joint venture, government body, government department, and any other legal entity;

(i) words in the singular shall include the plural and in the plural, shall include the singular;

(j) a provision of the Agreement shall not be construed against a party merely because the party or its solicitors prepared the provision;

(k) the phrases "specified in the Commercial Details" and similar, means specified as being applicable or in the affirmative in the Commercial Details;

(l) the Agreement shall not bind you or us until and unless the "Acceptance" section of the Commercial Details has been executed by both you and us; and

the words 'such as', 'including', 'includes' and similar expressions are not used as, nor are intended to be, interpreted as words of limitation and shall be interpreted as if the words "but not limited to" immediately followed them in each case.

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Service Level Agreement (SLA)

1. Definitions and Interpretation

1.1. This Service Level Agreement (**SLA**) forms part of the Agreement. In this SLA, definitions and any rules of construction in the attached Terms and Conditions, are hereby incorporated into this SLA by reference.

2. Availability Target

2.1. We will use our best endeavours to make the AHI Platform Available, as measured over each calendar month during the Term (each such calendar month, a **Service Period**), at least 99% of the time, excluding only the time it is not Available solely as a result of your breach of the Agreement, Your App, a Scheduled Outage, an outage of any infrastructure or hosting service supplied by Amazon Web Services or a Force Majeure Event. '**Available**' means the AHI Platform is available and operable for access by Your App via the Licensed SDKs.

3. Provision of Support Services

3.1. Where Support Services are specified in the Commercial Details, we shall use our best endeavours to respond to any request for:

(a) technical support with respect to any reproducible malfunction in the Licensed SDKs or the AHI Platform that you report to us that prevents the Licensed SDKs from performing materially in accordance with the Documentation (**Software Error**); and

(b) technical support with respect to an anthropometric measurement capture or result, or transdermal optical imaging capture or result (**Measurement Error**), in accordance with the applicable response times specified in clause 6.2 of this SLA (collectively, the **Support Services**).

4. Support Services Conditions

4.1. You must:

(a) provide us with prompt access to your technical environment, including any software, systems, equipment, and networks via remote access, as reasonably required by us to provide the Support Services; and

(b) provide us with access to all of your necessary Personnel and/or documentation as reasonably required by us to provide the Support Services.

5. Technical Support

5.1. The Support Services are limited to the provision of telephone and email support during Business Hours to your designated Personnel approved by us (**Support Staff**) to answer questions from your Support Staff.

5.2. The Support Services will be provided through our technical support hotline (via telephone or email) which operates during Business Hours. A support phone number and a support email address will be provided to you by us through which your Support Staff can request the Support Services referred to in clause 5.1.

5.3. If you require Support Services during the Term, you must notify us that you require technical support (**Support Request**) in accordance with the following procedure:

(a) you must issue a Support Request to us in accordance with clause 5.2;

(b) when issuing a Support Request, you must ensure that you provide to us:

(i) the impacted User's unique identification number as designated by us;

(ii) the make, model and operating system of the impacted User's mobile device (where applicable);

(iii) a detailed description of the Software Error or Measurement Error;

(iv) details of the version number of the Licensed SDK/s that the Personnel or User is experiencing the Software Error or Measurement Error with;

(v) evidence of the Software Error or Measurement Error; and

(vi) any other information reasonably required by us.

5.4. We shall have no obligation to provide any Support Services with respect to the Licensed SDKs or the AHI Platform to any of your Authorised Third Party Developers, Personnel or Users, other than your Support Staff.

5.5. You must provide Level 1 Technical Support to Users.

5.6. We may temporarily suspend the operation of the Licensed SDKs and/or the AHI Platform or your access to them as reasonably required by us to perform the Support Services.

6. Support Service Prioritisation

6.1. We will prioritise support services requested by you under this SLA in accordance with the following severity code classification (as determined by us in our absolute discretion):

- Major (Severity 1) – A Software Error or Measurement Error which either (a) impacts an essential part of Your App; or (b) materially impacts your business operations.

- Normal (Severity 2) – An Error or Measurement Error which either (a) impacts a non-essential part of Your App; or (b) does not materially impact your business operations.

6.2. We will use reasonable endeavors to acknowledge the receipt of any relevant request for Support Services pursuant to this SLA within the following timeframes:

Severity Level	Target Response Time	Target Resolution Time
Severity Level 1	1 Business Hour	1 Business Day
Severity Level 2	4 Business Hours	5 Business Days

The Target Response Time is measured from the time we receive a Support Request. If a support request is sent outside Business Hours it shall be deemed to be received by us at 9.00 am on the next Business Day. The Target Resolution Time is measured from the time we acknowledge receipt of your Support Request.

6.3. We will use reasonable endeavors to resolve the Software Error or Measurement Error (including by providing a workaround) the subject of any Support Request, within the Target Resolution Time.

6.4. Support Levels are defined as:

Level	Provided By	Description
Level 1	You	Your Support Staff provides end user, first line support in accordance with Support Documentation
Level 2	AHI	Our Support Staff to provide support to your Designated Support Staff if a Support Request is unable to be resolved
Level 3	AHI	Our technical support staff to provide support to Level 2 Support Staff.

7. Exclusions

7.1. We shall have no obligation to provide any Support Services or other technical support with respect to the Licensed SDKs or the AHI Platform other than as expressly required pursuant to this SLA. In addition, and without limiting the foregoing provisions, we shall have no obligation to provide Support Services:

(a) for Software Errors or Measurement Errors occurring during a planned or scheduled outage by us or our hosting providers;

(b) with respect to any Software Error or Measurement Error resulting from your and/or your Third Party Developer's, Personnel's or Users' action or inaction;

(c) for errors caused by or in connection with a Force Majeure Event;

(d) any Software Errors or Measurement Errors caused by use of the Licensed SDKs in conjunction with any third-party software;

(e) for Software Errors or Measurement Errors resulting from third party software bugs and defects;

(f) with respect to Software Errors or Measurement Errors caused by or relating to your technical environment;

(g) with respect to any Error or Measurement Error caused by your and/or your Authorised Third Party Developer's Personnel's or Users' breach of the Agreement; or

(h) if you have failed to pay any outstanding Fees to us as and when due and payable.

Annexure A - Third Party Developer Licence Agreement

Third Party Developer Licence Agreement

This Third Party Developer Licence Agreement ("**Agreement**") is made and entered into on 03-15-2022 by and between Advanced Human Imaging Limited ABN 85 602 111 115 of Unit 5, 71 - 73 South Perth Esplanade, South Perth WA 6151 ("**Licensor**") and Nextmedicall S.A.C. RUC 20605957707 of Jr. Domingo Ponte 1171 – Dpto. 404, Lima 17, Peru ("**Licensee**", "**you**", "**your**").

1. Definitions and interpretation

1.1 In this Agreement:

'**AHI Software Development Kit**' means one or more software development tools supplied by the Licensor and described by the Licensor as a "software development kit" or "SDK" or that can be used to create applications incorporating smartphone-based human scanning technology. Such software development tools may include: (a) libraries (including any binary libraries); (b) documentation; (c) software; (d) sample code; and (e) other materials supplied by the Licensor to the Licensee in connection with any such libraries, documentation and sample code.

'**Commencement Date**' means the date on which a copy of the Licensed SDKs are delivered to you or made available to you by the Licensor or the Partner.

'**Confidential Information**' means all information provided by the Licensor to the Licensee in connection with this Agreement where such information is identified by the Licensor as confidential at the time of its disclosure or has the quality of confidential information, but excluding information which is:

(a) on receipt by the Licensee, in the public domain or which subsequently enters the public domain without any breach of this Agreement; or

(b) on receipt by the Licensee, already known by or in the possession of the Licensee and which knowledge or possession can be proven by written contemporaneous records.

Notwithstanding any other provisions of this Agreement, the Licensor's Confidential Information includes the source code in the Licensed SDKs.

'**Documentation**' means any information, materials or documents (whether in electronic form or not) referring to or describing the Licensed SDKs that is provided to you, including any written specifications, user guides, manuals and explanatory materials.

'**Force Majeure Event**' means a circumstance beyond the Licensor's reasonable control, which results in the Licensor being unable to observe or perform on time an obligation under this Agreement.

'Implementation Audit' means once the SDK product integration is complete, the Third Party Developer agrees to allow AHI access to a pre-release version of the Third Party Developer Product/s integrated with AHI Licensed SDKs, for the purpose of conducting an Implementation Audit, as documented in Schedule 1 – SDK Implementation Audit Checklist.

'**Intellectual Property Rights**' means all intellectual property rights, including all copyright, patents, trademarks, design rights, trade secrets, domain names and other rights of a similar nature, whether registrable or not and whether registered or not, and any applications for registration or rights to make such an application, anywhere in the World.

'**Licence**' has the meaning given to it in clause 2.2.

'**Licence Period**' means the period commencing on the Commencement Date and concluding upon the conclusion of your engagement with Partner.

'**Licensed SDKs**' means the AHI Software Development Kit, including any new versions, updates, and upgrades.

'**Open Source Licence**' means the applicable licence that governs Open Source Software.

'**Open Source Software**' means any software licensed under any form of open source licence meeting the Open Source Initiative's Open Source Definition (http://www.opensource.org/docs/definition.php).

'**Partner**' means the third party who engages you, or has engaged you, to integrate the Licensed SDKs into its application.

1.2 In this Agreement:

(a) a reference to a person includes a corporation or any other legal entity;

(b) a reference to "a party" is to you or the Licensor as the context dictates and a reference to "parties" is to both you and the Licensor;

(c) a reference to currency is to Australian dollars unless specified otherwise;

(d) the term "includes" (or any similar term) means "includes without limitation"; and

(e) a clause of this Agreement will not be interpreted against a party merely because the party prepared or was responsible for its preparation.

2. Third Party Developer

2.1. You have represented to us that the Partner has engaged you to provide software development services that may require or enable you to access, download, and/or use the Licensed SDKs for that engagement (the "**Purpose**").

2.2. Subject to clause 3, the Licensor grants you, for the Licence Period, a non-exclusive, non-transferable, non-assignable, non-sublicensable licence for you to use Licensed SDKs solely for the Purpose ("**Licence**").

2.3. Upon conclusion of the Licence Period, the Licence shall immediately and automatically terminate and you must destroy all and any copies of the Licensed SDKs in your possession or control.

2.4. You may not use the Licensed SDKs beyond the Licence Period without the Licensor's prior written consent.

3. Restrictions on use

3.1. You may not make any use of the Licensed SDKs except as permitted by the Licence. You may not do or authorise the commission of any act that would or might invalidate or be inconsistent with the Licensor's Intellectual Property Rights in the Licensed SDKs. Without limiting the foregoing provisions, you must not (before, during or after the Licence Period):

(a) license, sublicense, resell, assign, transfer, distribute, or provide others with access to, the Licensed SDKs;

(b) "frame", "mirror" or serve any of the Licensed SDKs on any web server or other computer server over the Internet or any other network;

(c) use the Licensed SDKs to develop a competing product;

(d) provide the Licensed SDKs to any subcontractor or contractor without the Licensor's prior written consent;

(e) copy, alter, modify, create derivative works from, reproduce, transfer to a third party, reverse assemble, reverse engineer, reverse compile or enhance the Licensed SDKs (except as expressly permitted by applicable copyright law); or

(f) use the Licensed SDKs in breach of any statute, regulation, law or legal right of any person.

3.2. You must provide the Licensor with access to your business records, equipment (including computer equipment) and premises as reasonably required by the Licensor to inspect the performance of your obligations under this Agreement.

3.3. Certain parts of the Licensed SDKs comprise of Open Source Software. The applicable Open Source Licences govern your use of those parts of the Licensed SDKs. Those applicable Open Source Licences and the components of the Licensed SDKs governed by those Open Source Licences are documented in the *AHI MultiScan SDK Open Source Licences List* which is a separate document that you may request from the Licensor.

4. Intellectual Property Rights

4.1. Nothing in this Agreement constitutes a transfer of any Intellectual Property Rights.

4.2. The Licensor owns all Intellectual Property Rights in the Licensed SDKs and any modifications, including any updates, upgrades and enhancements in the Licensed SDKs.

4.3. As between you and the Licensor, the Licensor owns all Intellectual Property Rights in the Licensed SDKs and the Documentation. You must not represent that you own the Licensed SDKs, the Documentation or any modifications of the Licensed SDKs and/or the Documentation.

4.4. Except as expressly stated herein, this Agreement does not grant you or any third party any rights to or in patents, copyright, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other Intellectual Property Rights or other rights or licences in respect of the Licensed SDKs or the Documentation.

4.5. You must not directly or indirectly do anything that would or might invalidate, jeopardise, limit, interfere with or put in dispute our or our licensors' ownership in or rights with respect to the Licensed SDKs or Documentation.

4.6. You may not do or authorise the commission of any act that would or might invalidate or be inconsistent with our or our licensors' Intellectual Property Rights in the Licensed SDKs or any Documentation.

4.7. You hereby assign to us all and any Intellectual Property rights that you may have in all and any comments in connection with the Licensed SDKs, the Documentation or requests for any new Licensed SDK features that you or your Personnel may suggest or create (each, an **Improvement Suggestion**). Each Improvement Suggestion becomes our sole and exclusive property. This assignment is effective as soon as you or your officers, employees and agents create any Improvement Suggestion or provides an Improvement Suggestion to us including where applicable under section 197 of the *Copyright Act 1968* (Cth) and in equity. You must execute and procure from your officers, employees and agents the execution of any documentation reasonably required by us to give effect to: (a) the assignment to us of all Intellectual Property Rights that they may have in any Improvement Suggestions; and (b) a waiver for us and any third parties authorised by us to exploit any Moral Rights that they may have in any Improvement Suggestions.

4.8. You must not:

(a) use any of our trade marks or other marks (Marks) except as provided for in this Agreement; or

(b) contest any Mark, apply for registration of any Mark or use or apply for registration of any trade mark, trade name, business name, company name or domain name that incorporates any element that is confusingly similar to any Mark.

4.9. Except as expressly provided in this Agreement, you have no rights in respect of any Marks or their associated goodwill, and you hereby acknowledge that all such rights and goodwill inure for the benefit of, and are (and will remain) vested in, us.

5. Confidentiality

5.1. You must not, without the prior written consent of the Licensor, use or disclose the Licensor's Confidential Information unless and to the extent expressly permitted by this Agreement or required by law.

5.2. You may:

(a) use the Confidential Information of the Licensor solely to comply with your obligations and exercise your rights under this Agreement; and

(b) disclose the Confidential Information to a Court but only if compelled by law to do so.

5.3. You must implement and maintain effective security measures to prevent unauthorised use and disclosure of the Licensor's Confidential Information whilst it is in your possession or control.

5.4. You must destroy all Confidential Information (including all copies and notes thereof) of the Licensor in your possession or control, on demand by the Licensor and upon termination of this Agreement for any reason.

6. Responsibility for licenses, authorisations and consents

6.1. You are responsible for obtaining all necessary licenses, authorisations and consents as required to lawfully upload, store or transfer data through or into the Licensed SDKs.

6.2. You must not use the Licensed SDKs in breach of any applicable laws.

6.3. You must indemnify the Licensor for any loss or damage it incurs as a result of your breach of this clause 6.

7. Liability

7.1. To the extent possible by law, the Licensor does not have any liability to you under or in connection with the Licensed SDKs.

7.2. If the Licensed SDKs are supplied to you as a 'consumer' of goods or services within the meaning of that term in the Australian Consumer Law, you will have the benefit of certain non-excludable rights and remedies in respect of the goods or services and nothing in these terms and conditions excludes or restricts or modifies any condition, warranty, guarantee, right or remedy which pursuant to the *Competition and Consumer Act 2010* (Cth) is so conferred. However, if the goods or services are subject to a non-excludable condition, warranty, guarantee, right or remedy implied by the Australian Consumer Law and the goods or services are not ordinarily acquired for personal, domestic or household use or consumption, then pursuant to section 64A of the Australian Consumer Law, the Licensor limits its liability for breach of any such non-excludable warranty, guarantee, right or remedy implied by the Australian Consumer Law (other than a guarantee implied by sections 51, 52 or 53 of the Australian Consumer Law) or expressly given by the Licensor to you, in respect of each of the goods and services, where it is fair and reasonable to do so, at the option of the Licensor, to one or more of the following:

(a) if the breach relates to goods:

(i) the replacement of the goods or the supply of equivalent goods;

(ii) the repair of such goods;

(iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or

(iv) the payment of the cost of having the goods repaired; and

(b) if the breach relates to services:

(i) the supplying of the services again; or

(ii) the payment of the cost of having the services supplied again.

7.3. Other than any non-excludable guarantees implied into this Agreement under the Australian Consumer Law (if any), all conditions, warranties and guarantees implied in this Agreement (including with respect to fitness for purpose) are excluded from this Agreement and the Licensed SDKs are provided "as is" and without any warranty of any kind.

8. Termination

8.1. A party may terminate this Agreement by written notice to the other party (the "defaulting party") if the defaulting party is in material breach of this Agreement which is not remediable, or if capable of remedy where the defaulting party fails to remedy the breach within 14 days of written notice.

8.2. Either party may terminate this Agreement by written notice to the other party at any time.

9. Consequences of Termination

9.1. If this Agreement is terminated or expires for any reason, then, in addition and without prejudice to any other rights or remedies available:

(a) clause 3, 4, 5, 6, 7, 9 and 10 and any other rights or obligations that, by their nature, survive termination, shall so survive;

(b) your right to use the Licensed SDKs immediately ceases and the Licence shall immediately terminate; and

(c) you must immediately destroy all copies of the Licensed SDKs within your possession or control.

10. General

10.1. You must not assign, sublicense or otherwise deal in any other way with any of your rights under this Agreement without the prior written consent of the Licensor. The Licensor may assign or novate its rights or obligations under this Agreement (in whole or in part) at any time.

10.2. Nothing contained in this Agreement creates any partnership, employment, joint venture or agency between the parties.

10.3. The Licensor is under no obligation to provide any maintenance, support, upgrades or updates under this Agreement with respect to the Licensed SDKs.

10.4. This Agreement is the entire agreement between you and Licensor about its subject matter and supersedes all other representations, arrangements or agreements between you and Licensor.

10.5. This Agreement may be amended only by a document signed by the parties and a party's right under this Agreement may not be waived or varied except in writing signed by the party.

10.6. The Licensor will not be responsible for a failure to comply with its obligations under this Agreement to the extent that failure is caused by a Force Majeure Event.

10.7. The laws of Western Australia govern this Agreement and each party submits to the exclusive jurisdiction of the courts located in Western Australia and/or New South Wales, and the courts of appeal from them.

Signed as an agreement.
Signed for and on behalf of **Advanced Human Imaging Limited**
ABN 85 602 111 115 by its authorised representative:

/s/ Katherine Iscoe
Katherine Iscoe
CEO

Signed for and on behalf of the Licensee by its authorised representative:

/s/ Janet Miranda
Janet Miranda
CEO

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Schedule 1 - SDK Implementation Audit Checklist

Auditor name: _____

Third Party Developer Company Name: _____

Audit Date: _____

Partner Company Name: _____

Partner Applications integrated with AHI SDKs: _____

SDK(s) audited (include version numbering): _____

☐	Within the implemented AHI SDKs there are no bugs or UX/UI blockers (eg all buttons work)
☐	No offensive language
☐	No unreadable text
☐	New User - Able to create a new account
☐	New User - Able to create first scan
☐	Returning user – Able to create second scan
☐	Circumference measurements: 6 scan accuracy test - minimum 97% average accuracy in comparison to ISAK physical measurements
☐	Circumference measurements 6 scan repeatability test – minimum 97% average repeatability test

Note: This checklist is to be used for initial Product Integration and, at the discretion of AHI may be used on any subsequent SDK version updates.

There were _____ Non-Conformance's in this audit.

Description of Non-Conformance's (write N/A if 0)

_____

_____

Comments (if applicable)

_____

_____

Auditor Signature: _____

Third Party Developer Representative Name: _____

Third Party Developer Representative Signature: _____

Partner Representative Name: _____

Partner Representative Signature: _____

Schedule 2 – User Fees

Tier	Face Scans Cost Per Month, Per User*	Body Scans Cost Per Month, Per User*	Combined Body and Face Scans Per Month, Per User*
1 – 25,000 active users	USD$3.99	USD$4.99	USD$6.49
25,001 – 50,000 active users	USD$3.49	USD$3.99	USD$5.49
50,001 – 100,000 active users	USD$2.99	USD$2.99	USD$4.49
100,001 – 250,000 active users	USD$2.49	USD$2.50	USD$4.00
250,001 – 500,000 active users	USD$1.99	USD$1.99	USD$3.49
500,001 – 1,000,000 active users	USD$1.49	USD$1.50	USD$3.00
1,000,001 – 3,000,000 active users	USD$1.00	USD$1.00	USD$2.50
> 3,000,000 active users	USD$0.80	USD$0.80	USD$2.30

Individual BodyScan without subscription		USD$4.99	
4 Individual BodyScans per year (paid up front)		USD$12.99	
Individual FaceScan without subscription	USD$4.99		
Individual Combined (Body and Face scan) scan without subscription			USD$8.99
4 Combined (Body and Face scan) scans per year (paid up front)			USD$24.99
Individual Dermatological scan (once available to be priced separately)	USD$9.99		

**The above per month, per user pricing is tier based, where the Customer pays the per month, per user price for the first tier, then the per month, per user price for the second tier and so on.*

- NB 1: above revenues are either per month, per user tier based pricing or individual scan-based pricing to be paid to AHI or as mutually agreed fees under arrangement between the parties.
- Monthly subscription allows the user to unlimited BodyScans per month, but limited to 4 FaceScans per month.
- Dermatological scans are not included in the per month, per user pricing.
- All above per month, per user pricing is based on a 12-month subscription.

Exhibit 4.37

Master Services Agreement

AHI-FORM-0024 v2

This document is confidential and contains trade secrets of Advanced Human Imaging Limited. Unauthorised disclosure, duplication or use of any part of this document without the prior written consent of Advanced Human Imaging Limited is strictly prohibited.

Commercial Details

1. Our Details	Name and ABN	Advanced Human Imaging Limited ABN 85 602 111 115 (**we**, **us**, **our**)	
	Office Address	Unit 5, 71-73 South Perth Esplanade, South Perth WA 6151 Australia	
2. Client Details	Name and Business / Company Number	Inter-Psy B.V, Chamber of Commerce: 50074105 (**you**, **your**)	
	Office Address	Verl. Meeuwerderweg 5, 9723 ZM Groningen, NETHERLANDS	
3. Your App	Software Product / App Details	HealthiCheck App	
4. Contract Details	Master Services Agreement Number	AHI010027	
5. AHI SDKs	Product	Components	Included?
	Multi-Scan iOS & Android Software Development Kits (SDKs)	■ Body Circumference measurements ■ Face Scan measurements	Yes Yes
6. Data Processing	Applicable Data Processing Agreement	**Data Processing Agreement** – BodyScan and FaceScan, a copy of which is annexed to this Master Services Agreement.	
7. Professional Services to be provided by us	Implementation Support Services (for integration of the Licensed SDKs into Your App)	During the 60 day period from the Commencement Date, the following Implementation Support Services will be made available to you for no additional charge after initial SDK hand over meeting: (a) up to a total of 16 hours of software developer time requested by you to support and assist your development team in undertaking Product Integration; (b) up to a total of 100 Support Requests in respect of Measurement Errors. We are not required to provide any other Implementation Services except as may be set out in an Implementation Plan.	
	Training Services	Yes	Up to 4 hours of internet/phone-based training on the SDKs
	Software Development	No	
	Consulting Services	No	Days: [insert]
	Support Services	Yes	Support Hours: 9:00 am – 5:00 pm AWST on Business Days
8. Term	Commencement Date	This Agreement will commence on 7 February 2022	
	Initial Term	12 months commencing on the Commencement Date	
9. Key Contacts	Our Contact Details	Name:	Kevin Baum
		Telephone:	+ 61 478 435 719
		Email:	Kevin.baum@advancedhumanimaging.com
	Your Project Manager	Name:	Rolf Neubert - Thunderbyte
		Telephone:	[insert]
		Email:	rolf.neubert@thunderbyte.ai

Acceptance

By signing below, you and us each agree to (1) the Commercial Details set out above together with the attached (2) Fee Schedule; (3) Terms and Conditions; (4) Service Level Agreement; and (5) the applicable Data Processing Agreement referred to above.

/s/ Vlado Bosanac	/s/ Adryan van der Linde
Vlado Bosanac	Adryan van der Linde
Director, Advanced Human Imaging Ltd	Projectmanager, Inter-Psy B.V
Date: 02/07/2022	Date: 02/04/2022

Fee Schedule

User Fees	
Fee Type	Description
User Fees	User Fees are payable based on pricing indicators in **Schedule 2 – User Fees**. An **Active User** is one that accesses the AHI technology serving functionality in Your App at any time in the relevant month. The price per month, per user pricing is incrementally tier based, and requires you to pay the per month, per user price for the first tier, then the per month, per user price for the second tier and so on. Pursuant to Clause 4 of the executed Binding Term Sheet, the Customer will use its best endeavours to grow the subscription base for the AHI Platform in the first 12 months to 200,000 Active Users across the current and new user base.

Services Fees

Service	Description	Price (Excl. GST)*		Payment Terms
Support Services	Incident Support as specified in the SLA.	As per the Level 2 & Level 3 Support Hourly Rates set out below for Ad Hoc Services, per staff member required, where the request type is Incident.		Payable to us on a monthly basis in arrears.
	Measurement Support as specified in the SLA.	$100 per Support Request where the request type is Measurement Support.		Payable to us on a monthly basis in arrears.
Consulting Services	Consulting services that we may agree to provide.	At the rates set out below under "Ad Hoc Services".		Payable to us on a monthly basis in arrears.
Training Services	Training in respect of the SDKs as specified in clause 17 of the enclosed Terms and Conditions.	[insert]		Payable to us on a monthly basis in arrears.
Ad Hoc Services	Time spent providing any services to you for which there is no other rate specified in this Agreement.	Service Type	Hourly Rate	Payable to us on a monthly basis in arrears.
		Level 1 Technical Support Training	$150	
		First 20 Support Requests per month for Measurement Support	No additional charge	
		Additional Measurement Support+	$100 per request	
		Level 2 Support+	$200	
		Level 3 Support+	$250	
		Quality Assurance consultation	$190	
		Senior Architect consultation	$250	
		Design (UX/UI) consultation	$220	
		Other	[insert]	

* All amounts are in Australian Dollars unless specified otherwise.
\+ Only payable where a defect or error does not cause the Support Request in the Licensed SDK.

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Terms and Conditions

1. Term

1.1. This Agreement will commence on the Commencement Date and will continue for the Initial Term, subject to earlier termination by either party in accordance with this Agreement. Upon expiry of the Initial Term, this Agreement will automatically extend for subsequent consecutive periods each of equivalent length to the Initial Term (each, a **Renewal Term**) until and unless either party notifies the other party in writing of its intent not to renew the Agreement at least thirty (30) days prior to the expiry of the Initial Term or the then current Renewal Term (as applicable) (time being of the essence), in which case if such notice is provided the Agreement shall terminate at the end of the Initial Term or then current Renewal Term (as applicable).

2. Non-exclusive relationship

2.1. The relationship between you and us pursuant to this Agreement is non- exclusive. Nothing in this Agreement will prevent us from supplying any goods or services to any third party in our absolute discretion.

3. Priority

3.1. If any two of the following documents of this Agreement are inconsistent, they will be interpreted in the following order of precedence (highest to lowest):

(a) the terms and conditions in clauses 1 - 28 of these Terms and Conditions;
(b) the SLA;
(c) the Commercial Details;
(d) the Fee Schedule.

3.2. To the extent of any inconsistency between the provisions of the Data Processing Agreement and this Agreement, this Agreement will prevail, except where inconsistent with the Privacy Act, the GDPR or any other applicable data protection laws (collectively, "**Data Protection Laws**") in which case the provisions of the relevant Data Protection Laws will prevail.

4. Change Control

4.1. If either you or we wish to change any part of this Agreement (**Requesting Party**), the Requesting Party shall deliver a written notice to the other party pursuant to clause 25 setting out the details of the requested change (**Change Request**).

4.2. If you issue a Change Request, we will, if we consider that we can accommodate the Change Request, provide you with a written proposal (**Change Proposal**) setting out:

(a) the likely time required to implement the changes;
(b) any variations to the Fees arising from the changes; and
(c) any consequential variation to the Agreement required by us.

4.3. No change to this Agreement shall be effective unless the change is implemented pursuant to this clause 4 or the change is otherwise agreed in writing by the parties.

5. Integration of the Licensed SDKs into Your App

5.1. You must carry out Product Integration as soon as reasonably practicable, but in any event no later than 3 months following the Commencement Date.

5.2. We have no obligation to provide Implementation Services except to the extent we agree to do so in a separately agreed upon Implementation Plan.

5.3. If there is an Implementation Plan:

(a) we will provide the Implementation Services specified in an Implementation Plan (if any) (Implementation Services) within any timeframes for performing the Implementation Services set out therein; and
(b) you will comply with your obligations under the Implementation Plan.

5.4. Except where otherwise agreed in writing by us, all Product Integration costs shall be borne by you.

5.5. You must provide all cooperation, access to Personnel and information reasonably required by us to perform Implementation Services.

5.6. AHI will conduct a quality assurance test prior to the target go-live date (timeframe is estimated between 3-5 days) to verify that the Licensed SDKs have been properly integrated into Your App.

5.7. If Product Integration has not been completed in accordance with clause 5.1 due to your non-compliance with the Implementation Plan, the Documentation, any incompatibility or defect in or with Your App, or due to any other factor (other than our non-performance of the Integration Services) then without limiting any other provisions of this Agreement, you must promptly (and in any event, within 30 days of written request by us) do everything required to complete Product Integration.

6. Licence

6.1. Subject to clause 6.3 and your compliance with this Agreement, we hereby grant you:

(a) a non-exclusive, non-assignable, non-sublicensable, non- transferable licence exercisable by and through your employees and Authorised Third Party Developers, to incorporate the Licensed SDKs into Your App for Product Integration in accordance with the Documentation and any applicable Implementation Plan; and
(b) a non-exclusive, non-assignable, non-sublicensable, non- transferable worldwide licence exercisable by and through your Users, to use the Licensed SDKs in the form integrated into Your App during Product Integration, subject to the Documentation (collectively, the **Licence**).

6.2. You must not use the Licensed SDKs in any way other than pursuant to the Licence.

6.3. Any parts of the Licensed SDKs that are Open Source Software are subject to the applicable Open Source Licence. All applicable Open Source Licenses and the components of the Licensed SDKs that are governed by them are documented in the *AHI MultiScan SDK Open Source Licences List* which is a separate document available from us upon your request.

6.4. You must not commit, permit or otherwise authorise the commission of any act that would or might invalidate or be inconsistent with our Intellectual Property Rights.

6.5. Without limiting clause 6.4, you must not and must not permit any person, including any User or Third Party Developer, to:

(a) resell, on-sell, assign or transfer the Licensed SDKs or purport to do so;
(b) license, sublicense, or provide others with access to, the Licensed SDKs (however, you may license your End Users to use the Licensed SDKs on a non-exclusive, non-assignable, non-transferrable, non-sublicensable, revocable basis solely for them to use the Licensed SDKs from within Your App in the usual course of operating Your App as an end user);
(c) “frame”, “mirror” or serve any of the Licensed SDKs on any web server or other computer server over the internet or any other network;
(d) copy, alter, modify, adapt, create derivative works from, reproduce, distribute, resell, transfer to a third party, reverse assemble, disassemble, reverse engineer, decompile, reverse compile or enhance the Licensed SDKs (except as may be expressly permitted by applicable copyright law);
(e) store, transmit or distribute, or permit the storage, transmission or distribution of, any virus or Your Data or other material using any Licensed SDKs that is unlawful, harmful, threatening, defamatory, infringing, offensive or in breach of any person’s rights or Applicable Law;
(f) use any Licensed SDKs in any way which is in breach of any right of any person or any Applicable Law;
(g) use the Licensed SDKs or any part of them (or allow them to be used) (including any component of any graphical user interface or the look and feel of the Licensed SDKs) to develop, or contribute to the development of, any software or product competitive with the Licensed SDKs;
(h) alter, remove or tamper with any trade marks, patent or copyright notices, confidentiality legend or notice, any numbers or other means of identification used on or in relation to the Licensed SDKs;
(i) use the Licensed SDKs to violate all or any legal rights of any person or company or other entity in any jurisdiction; or
(j) introduce malicious programs into the AHI Platform (e.g., viruses, worms, Trojan horses, e-mail bombs).

6.6. Outside of the already fully executed SDK EULA for Third Party Developers (e-Vitality B.V. VAT: NL851656110B01), you must:

(a) not permit any new Third Party Developer to use the Licensed SDKs unless they are an Authorised Third Party Developer; and/or
(b) ensure that your Authorised Third Party Developers only use the Licensed SDKs to incorporate the Licensed SDKs into Your App for Product Integration in accordance with the Documentation and any applicable Implementation Plan.

6.7. You acknowledge that the integrity of the Licensed SDKs is protected by technical protection measures (**TPMs**) to prevent Intellectual Property Rights, including copyright, in the Licensed SDKs from being misappropriated. You must not attempt in any way to remove or circumvent any TPM in the Licensed SDKs.

7. Licensed SDK versions and support

7.1. During the Term, we may release updates of the Licensed SDKs (**Update**). We will not charge you any fee to provide you with any Updates.

7.2. AHI will provide Support Services in respect of the Licensed SDK during the Term until such time we deem an Update is required. In the event an Update is required, you will be notified and provided a 6-month grace period to accept the Update, and upon expiry of that period you will not be able to use any previous version.

7.3. The provisions of this Agreement that apply to the Licensed SDKs will apply equally to any Updates that we provide to you.

8. The AHI Platform

8.1. We will configure the AHI Platform within the 20 Business Day period after completion of Product Integration to enable Your App to make calls to the AHI Platform via the Licensed SDKs (**AHI Platform Configuration**).

8.2. Following Platform Configuration we undertake to use reasonable endeavours to arrange the hosting of the AHI Platform during the Term in accordance with the Availability Target set out in the SLA.

8.3. Any failure by us to meet the Availability Target shall not constitute a breach of this Agreement.

9. Risk Inference Reference Information

9.1. Any Risk Inference Reference Information that you may obtain from the AHI Platform is general in nature and does not constitute our advice or recommendations and may be obtained from third parties.

9.2. In respect of any Risk Inference Reference Information that you or an End User may obtain from the AHI Platform and/or via the use of the Licensed SDKs, we do not represent or warrant:

(a) the accuracy or correctness of such Risk Inference Reference Information; or
(b) the relevance or suitability of such Risk Inference Reference Information to you, Your App or any User.

9.3. You must independently verify that any Risk Inference Reference Information that you or an End User obtains from the AHI Platform and/or use of the Licensed SDKs is accurate, correct, relevant and suitable before it is relied upon by you, your Personnel, Your App or any User.

9.4. The information provided by the AHI Platform and the Licensed SDKs does not constitute medical advice and we do not provide health diagnoses of any kind.

9.5. We do not provide, nor do we represent that we provide, any medical advice or health diagnoses. Further, we do not represent or warrant that any use of the AHI Platform or the Licensed SDKs will result in the diagnosis, detection, treatment, cure or prevention of any medical disorder, illness or condition.

9.6. You:

(a) agree that you have assessed the AHI Platform and the Licensed SDKs as being suitable for your and your Users' requirements;
(b) agree that to the maximum extent permitted by Law, you use the AHI Platform and the Licensed SDKs at your sole risk; and
(c) hereby irrevocably release us from and against any claims that you might otherwise have against us in connection with any:

(i) Risk Inference Reference Information; and
(ii) other information, that you, your Personnel, Your App or any End User may receive directly or indirectly from the AHI Platform, the Licensed SDKs or Your App.

9.7. As between you and us, you are solely responsible for:

(a) any healthcare or medical advice, treatment plans, suggestions, exercises and regimes that you provide or recommend to any User;

(b) the accuracy, efficacy and results of any health information (including to the extent that any information from the AHI Platform and/or the SDKs constitutes health information) and advice, and for any clinical reports, health assessments, health care plans, treatment plans, clinical advice, suggestions, exercises, regimes, recommendations, services, clinical or remedial procedures, prescriptions and health services that you provide to any person (individually, a "**Healthcare Service**" and collectively, "**Healthcare Services**"), and for any claims arising in connection with any Healthcare Service that you supply or fail to supply.

9.8. You must indemnify us in respect of any loss and/or damage that we incur in respect of any claim in connection with any Healthcare Service that you provide or fail to provide to any person.

9.9. We do not provide, or represent that we provide, any Healthcare Service and we are not a party to any contract for the provision or receipt of any Healthcare Service. Further, we do not represent or warrant that the AHI Platform and/or the Licensed SDKs or any Users' use of any information generated or provided by them will result in the diagnosis, cure or prevention of any medical disorder or illness or that they are suitable for any End User's specific requirements.

10. Ownership and use of Your Data

10.1. As between you and us, you own all Intellectual Property Rights in Your Data.

10.2. You license us and our suppliers on a non-exclusive, non- transferable, royalty-free basis throughout the Term to use Your Data to provide the Services to you (**Data Licence**). The Data Licence is irrevocable and non-terminable during the Term.

10.3. We shall not be responsible for any loss, destruction, alteration or unauthorised disclosure of any Your Data, except in relation to liability that cannot lawfully be excluded or where caused by our wilful misconduct or intentional misuse of Your Data.

10.4. You warrant and represent that:

(a) Your Data and the collection, processing, storage and/or disclosure of it by us as part of the Services or as otherwise required by Applicable Law will not breach any Applicable Law or right of any person; and

(a) you will ensure at all applicable times that the use, hosting, transmission, modification, processing, collection, holding and disclosure of Your Data via the Licensed SDKs or the AHI Platform does not breach any Applicable Law or any person's rights, and that all relevant consents have been obtained by you as lawfully required for us and our personnel to collect, hold, disclose and otherwise process any Personal Data in the course of performing our obligations or exercising our rights under the Agreement or pursuant to Applicable Law.

10.5. As between you and us, you are solely responsible for the accuracy, legality and quality of all Your Data, for any claims arising in respect of Your Data and for obtaining any permissions, consents, licences, rights and authorisations necessary for us and our suppliers to use, host, modify, hold, transmit, process, store and disclose Your Data in connection with this Agreement.

10.6. If we receive a request from any person for the provision of Personal Data in any Your Data we will forward a copy of the request to you, unless Applicable Law prohibits us from doing so, and you must provide all assistance that we require to comply with our legal obligations in connection with any such request.

10.7. You must indemnify us in respect of any loss and damage that we incur in respect of any claim that any Your Data is lost, unavailable, deleted or corrupted or that the transmission, storage, hosting, disclosure, access or use of Your Data by us or our suppliers, or the processing thereof by us or them, for the proposes of this Agreement, infringes the Intellectual Property Rights or other rights of any person or breaches any Applicable Law, except to the extend caused by our breach of this Agreement.

11. Intellectual Property Rights

11.1. Nothing in this Agreement affects the ownership of any Intellectual Property Rights owned by either party prior to the Commencement Date.

11.2. As between you and us, we own all Intellectual Property Rights in the Licensed SDKs (other than Open Source Software), the AHI Platform and the Documentation, and any updates, upgrades, new versions, and other modifications of the Licensed SDKs, AHI Platform and Documentation. You must not represent that you own the Licensed SDKs, AHI Platform or Documentation or any updates, upgrades, new versions and other modifications of the Licensed SDKs, AHI Platform and/or the Documentation.

11.3. Except as expressly stated herein, this Agreement does not grant you or any third party any rights to or in patents, copyright, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other Intellectual Property Rights or other rights or licences in respect of the Licensed SDKs, AHI Platform or the Documentation.

11.4. You must not directly or indirectly do anything that would or might invalidate, jeopardise, limit, interfere with or put in dispute our or our licensors' ownership in or rights with respect to the Licensed SDKs, AHI Platform or Documentation.

11.5. You may not do or authorise the commission of any act that would or might invalidate or be inconsistent with our or our licensors' Intellectual Property Rights in the Licensed SDKs, the AHI Platform or any Documentation.

11.6. You hereby assign to us all and any Intellectual Property rights that you may have in all and any comments in connection with the Licensed SDKs, the AHI Platform or requests for any new Licensed SDK or AHI Platform features that you or your officers, employees or agents may suggest or create (each, an **Improvement Suggestion**). Each Improvement Suggestion becomes our sole and exclusive property. This assignment is effective as soon as you or your officers, employees, and agents create any Improvement Suggestion or disclose an Improvement Suggestion to us including where applicable under section 197 of the *Copyright Act 1968* (Cth) and in equity. You must execute and procure from your officers, employees and agents the execution of any documentation reasonably required by us to give effect to: (a) the assignment to us of all Intellectual Property Rights that they may have in any Improvement Suggestions; and (b) a waiver for us and any third parties authorised by us to exploit any Moral Rights that they may have in any Improvement Suggestions.

11.7. You must not:

(a) use any of our trade marks or other marks (collectively, **Marks**) without our prior written consent; or
(b) contest any Mark, apply for registration of any Mark or use or apply for registration of any trade mark, trade name, business name, company name or domain name that incorporates any element that is confusingly similar to any Mark.

11.8. Except as expressly provided in this Agreement, you have no rights in respect of any Marks or their associated goodwill. You hereby acknowledge that all such rights and goodwill inure for the benefit of, and are (and will remain) vested in, us.

11.9. We will indemnify you from and against any liability, loss, damage and reasonable costs arising out of any proceeding brought by any third party alleging that you are infringing that third party's Intellectual Property Rights by using the Licensed SDKs in accordance with the Licence (**IP Claim**), provided that:

(a) you notify us immediately upon receipt by you of notice of any IP Claim or upon you suspecting or having reasonable cause to suspect that such an IP Claim may be made;
(b) you do not make any admission or settlement of any IP Claim without our prior written consent;
(c) you give us sole control of the defence and any negotiations for compromise; and
(d) you provide such assistance in connection with the IP Claim, as we may require.

11.10. If the Licensed SDKs becomes the subject of any IP Claim, you must permit us if, and as we consider appropriate:

(a) to replace all or part of the Licensed SDKs with functionally equivalent software;
(b) to modify the Licensed SDKs as necessary to avoid such claim; and/or
(c) to procure a licence from the relevant complainant to allow you to continue using the Licensed SDKs for the balance of the Term.

11.11. If in the above circumstances we are unable to procure for you the right to continue using the Licensed SDKs, or to provide you with functionally equivalent non-infringing software, or to modify the Licensed SDKs, as necessary to avoid the IP Claim, this Agreement and the Licence may be terminated by us.

11.12. Notwithstanding any other provisions of this Agreement, we shall have no liability for or in connection with any IP Claim if such claim is caused by or arises out of:

(a) your use of the Licensed SDKs in combination with software or hardware not supplied or approved in writing by us if such infringement could have been avoided by not combining, operating or using the Licensed SDKs with such software and/or hardware;
(b) any modification of the Licensed SDKs created by any person other than us;
(c) code or content in Your App or the integration of the Licensed SDKs into Your App;
(d) Your Data or any other content or data used or transmitted by, you, your Personnel or any End User;
(e) use of the Licensed SDKs knowingly in breach of any person's rights; or
(f) your breach of any Open Source Licence or this Agreement.

11.13. As between you and us, you, and not us, shall be solely liable for any claims made by any third party in connection with any of the matters referred to in clause 11.12 (a) – (f) and you must indemnify us from and against any liability, loss, damage and reasonable costs arising out of any of those matters.

12. Confidentiality

12.1. Each party (the **first party**) agrees and acknowledges that it may receive information of the other party marked as confidential or has the quality of confidential information during the Term of this Agreement (**Confidential Information**).

12.2. The first party agrees and acknowledges that the Confidential Information of the other party will be received and held by the first party in strict confidence and will not be disclosed by the first party, except:

(a) as required to perform its obligations under this Agreement;
(b) with the prior written consent of the other party;
(c) as must be disclosed by Applicable Law;
(d) where disclosed to its Personnel on a confidential basis;
(e) as required by the rules of any stock exchange; or
(f) as required by a court of competent jurisdiction, and then, only to the extent required, and provided that the first party promptly notifies the other party of such requirement of disclosure and provides full particulars to the other party of the disclosure.

12.3. The first party must use reasonable endeavours to ensure that its Personnel keep the other party's Confidential Information that the first party provides to its Personnel confidential.

12.4. Confidential Information does not include any information:

(a) that is independently developed, obtained or known by the first party, without relying on confidential information received by the first party from the other party;
(b) that the first party can prove was already rightfully known by it at the time of disclosure to it as shown by contemporaneous records;
(c) which is or becomes available to the first party from a third party lawfully in possession of such information and who has the lawful power to disclose such information to the first party on a non-confidential basis; or
(d) that is in the public domain or becomes part of the public domain except where due to a breach of this Agreement or any breach of any obligation of confidence.

12.5. Our Confidential Information includes:

(a) this Agreement;
(b) all parts of the Licensed SDKs and the AHI Platform (including any designs, graphical user interface, the layout of any elements of the Licensed SDKs, the AHI Platform and the look and feel of the Licensed SDKs, the AHI Platform and any Custom Software);
(c) the Documentation;
(d) all Intellectual Property Rights and any proprietary and technical data, trade secrets, patented and unpatented inventions, discoveries, works, improvements, innovations, ideas, concepts, graphs, flow charts, materials, samples, devices, models, know how, techniques, operations, dealings, processes, procedures, secret formula, computer hardware and software programs and designs, drawings, technology, machinery or equipment used or proposed to be used or developed in connection with the Licensed SDKs;
(e) all advertising and marketing information and material provided by us to you; and
(f) the Object Code and Source Code in the Licensed SDKs and AHI Platform, (collectively, **AHI Confidential Information**).

12.6. The AHI Confidential Information is not your Confidential Information and you must not use, modify, reproduce, release, perform, display or disclose it except as is strictly necessary for you to use the Licensed SDKs in accordance with the Licence.

12.7. You agree that our business involves, among other activities, entering into transactions with third parties who license us to use their software or technology that we use to provide smartphone-based human scanning technology via the Licensed SDKs (**technology licensors**). You irrevocably agree and warrant that you will not, without our prior written consent, during the Term and for 3 years thereafter directly or indirectly, whether alone, with third parties or on behalf of another person or entity, in any capacity:

(a) contact, solicit, accept an approach from, initiate, submit a request for products and/or services to, communicate with and/or enter into any contracts with, our technology licensors;
(b) bypass us by entering into any licence or other contract with our technology licensors (whether or not introduced by us to you) for the purpose of gaining any benefit, whether such benefit is monetary or otherwise; and/or
(c) attempt and/or assist, conspire with, aid, prepare or assist any third party to do anything referred to in clauses 12.7(a) and/or 12.7(b).

12.8. You must indemnify us for any loss or damage we incur as a result of your breach of clause 12.7.

12.9. You acknowledge that clause 12.7 is reasonable and necessary to protect our interests and that a breach of clause 12.7 will expose us to substantial loss and damage and that damages may be inadequate to protect our interests. We shall be entitled to seek and obtain injunctive relief or any other remedy in respect of an actual or potential breach by you of clause 12.7. You shall in good faith immediately upon our request, provide access to any documents and information necessary for us to investigate whether a breach of clause 12.7 has occurred.

13. Fees and Payment Terms

13.1. You must pay the Fees to us in accordance with the Payment Terms.

13.2. The Fees are exclusive of GST and you agree to pay to us all applicable GST that we incur in connection with this Agreement. You must pay all applicable GST, at the same time as the Fees, in accordance with the Payment Terms.

13.3. If you fail to make any payment due to us for any undisputed amounts under this Agreement by the due date for payment, then, without limiting our remedies, you shall pay interest on the overdue amount at the rate of 10% per annum (or if such rate is not permitted under Applicable Law, the highest rate of interest that may be charged under Applicable Law). Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment and you shall pay the interest together with the overdue amount upon demand by us.

13.4. If we have not received payment of any Fees by the due date in accordance with the Payment Terms, then without prejudice to any of our other rights and remedies, we may, without liability to you, suspend the operation of the Licensed SDKs, the AHI Platform and/or all or any part of our obligations under the Agreement.

14. Fee Disputes

14.1. If you, acting reasonably, dispute an amount invoiced by us, you:

(a) must pay the undisputed amount of the invoice by the due date;
(b) must notify us of the dispute and the reasons for the dispute within 7 days of receipt of the invoice; and
(c) may withhold payment of the disputed part of the invoice until the dispute is resolved in accordance with clause 26 (Dispute Resolution).

14.2. On resolution of the dispute in our favor, you must pay any additional amounts agreed or determined to be payable, plus interest at the rate of 10% per annum (or if such rate is not permitted under Applicable Law, the highest rate of interest that may be charged under Applicable Law), accruing daily from the date when the invoiced amount was due for payment until the date on which payment is made.

14.3. You shall pay all legal and debt collection fees, costs and disbursements incurred by us in enforcing your payment obligations under this Agreement.

14.4. You must not withhold payment of any Fees except any Fees that are disputed under clause 14.1.

15. Professional Services

15.1. We have no obligation to provide any professional services under this Agreement except as set out in the Commercial Details.

16. Support Services

16.1. We will provide the Support Services in relation to the Licensed SDKs, subject to the provisions of the Service Level Agreement.

17. Training Services

17.1. We will provide you with the allocated number of hours of online- based training set out in the Commercial Details in the use of the Licensed SDKs.

17.2. The start date of the Training Services will be determined by you and us.

17.3. If Training Services are to be provided on your premises, you will be responsible for all reasonable costs and expenses of our Personnel and all trainees in connection with travel to and attendance at the training, including with respect to accommodation, meals and transport (**Expenses**). You must reimburse us for all Expenses that we incur within twenty-eight (28) days of the date of any invoice we issue to you for any Expenses.

18. Software Development Services

18.1. We have no obligation to provide any software development services under this Agreement unless you and we execute a Statement of Work specifying the software development services to be provided and the software to be developed (**Custom Software**).

18.2. You will pay the Fees set out in or referred to in the Statement of Work on a time and materials basis for all time spent carrying out our obligations under this clause 18.

18.3. Except as otherwise agreed in a Statement of Work, we own all Intellectual Property Rights in all Custom Software. To the extent that we do not automatically own all such Intellectual Property Rights, you hereby assign all such Intellectual Property Rights to us. The assignment under this clause 18.3 includes an assignment of future copyright under section 197 of the *Copyright Act 1968* (Cth) and in equity.

18.4. Any Custom Software developed will be subject to the same provisions of the Agreement that apply to Licensed SDKs except as otherwise expressly specified to the contrary in the applicable Custom Development Statement of Work.

19. Third Party Developers

19.1. Under no circumstances may you permit any new Third Party Developer to access, download, or use any of the Licensed SDKs or any other product (including Your App) that uses or incorporates any of the Licensed SDKs, unless they are your Third Party Developers who have each entered into a Third Party Developer Licence Agreement (e-Vitality B.V. VAT: NL851656110B01).

19.2. You must:

(a) cause each new Third Party Developer to enter into a new Third Party Developer Licence Agreement with us and provide us with the additional Third Party Developer Licence Agreement (in the form set out in Annexure A); and
(b) wait for us to approve the additional Third Party Developer Licence Agreement (in our absolute discretion) and where approved by us, execute that Third Party Developer Licence Agreement,

prior to permitting any new Third Party Developer engaged by you to access, download or use any of the Licensed SDKs or Your App which uses or incorporates any of the Licensed SDKs.

19.3. Following our execution of an additional Third Party Developer Licence Agreement that has been executed by your Third Party Developer, we will provide the fully executed copy to you, and such Third Party Developer shall only from that time be deemed to be an Authorised Third Party Developer.

20. Force Majeure Event

20.1. Each party will not be liable to the other party for any breach of this Agreement to the extent that it is caused or contributed to by a Force Majeure Event.

21. Liability

21.1. Except to the extent that such liability cannot be excluded by Applicable Law, neither party is liable to the other party for any Consequential Loss whether arising in contract, tort (including negligence) or otherwise, and whether the loss or damage is foreseeable or not.

21.2. For any loss or damage that is not otherwise excluded by the provisions of this Agreement, our liability is capped, in the aggregate, to the value of the Fees paid by you under this Agreement, and which cap is reduced to the extent that you or any Force Majeure Event caused or were responsible for such loss or damage.

21.3. You hereby indemnify us in respect of all and any loss and damage incurred by us as a result of any breach by you of your obligations under this Agreement or as a result of Your App infringing the rights of any person or breaching any Applicable Law. You warrant and represent that Your App and all use thereof by us for the purposes of this Agreement, will not infringe the rights of any person or breach any Applicable Law.

21.4. Notwithstanding any other provisions of this Agreement, a party's liability is not limited under the Agreement with respect to:

(a) liability under any indemnity specified in the Agreement;
(b) liability that cannot be limited by law; or
(c) liability for the party's wilful misconduct or intentional breach of the Agreement.

22. Warranties and implied guarantees

22.1. Each party warrants that:

(a) it has full capacity, authority and all necessary consents to enter into and to perform this Agreement and to grant the rights referred to in the Agreement and that the Agreement is executed by its duly authorised representative and represents a binding commitment on it; and
(b) it shall comply with all Applicable Laws in the performance of its obligations under this agreement.

22.2. You warrant that your entering into and/or performance of your obligations under this Agreement does not and will not violate or conflict with or result in a breach of, or constitute a default under, or result in the imposition of, any encumbrance under the provisions of your constitution or any contract or other instrument. If any such conflict, breach or default occurs or is likely to occur:

(a) you must immediately disclose full particulars of the actual and/or likely conflict, breach or default and you must indemnify us for any loss or damage that we may incur as a result thereof; and
(b) we may terminate this Agreement by notice to you.

22.3. You warrant that you have made full disclosure to us of all information which would be material to our decision as to whether or not to enter into this Agreement and that the information given by or on your behalf to us to date is true, complete and accurate in all respects and none of that information is misleading whether by inclusion of misleading information or omission of material information or both.

22.4. The goods and services supplied under this Agreement may come with implied non-excludable guarantees which are regulated by the Australian Consumer Law. The extent of the implied guarantees depends on whether you are a 'consumer' of goods or services within the meaning of that term pursuant to the Australian Consumer Law as amended.

22.5. If the goods or services supplied by us to you are supplied to you as a 'consumer' of goods or services within the meaning of that term in the Australian Consumer Law as amended you will have the benefit of certain non-excludable rights and remedies in respect of the goods or services and nothing in the Agreement excludes or restricts or modifies any condition, warranty, guarantee, right or remedy which pursuant to the *Competition and Consumer Act 2010* (Cth) is so conferred. However, if the goods or services are subject to a non- excludable condition, warranty, guarantee, right or remedy implied by the Australian Consumer Law and the goods or services are not ordinarily acquired for personal, domestic or household use or consumption, then pursuant to section 64A of the Australian Consumer Law, we limit our liability for breach of any such non- excludable warranty, guarantee, right or remedy implied by the Australian Consumer Law (other than a guarantee implied by sections 51, 52 or 53 of the Australian Consumer Law) or expressly given by us to you, in respect of each of the goods and services, at our option, to one or more of the following:

(a) if the breach relates to goods:
    (i) the replacement of the goods or the supply of equivalent goods;
    (ii) the repair of such goods;
    (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
    (iv) the payment of the cost of having the goods repaired; and
(b) if the breach relates to services:
    (i) the supplying of the services again; or
    (ii) the payment of the cost of having the services supplied again.

22.6. Other than with respect to any non-excludable guarantees implied into this Agreement under the Australian Consumer Law, to the maximum extent permitted by law (and if permitted by law):

(a) all conditions, warranties and guarantees implied in the Agreement are excluded, to the extent possible by law;
(b) we do not represent that the information obtained via the Licensed SDKs or the AHI Platform is accurate, correct, up-to- date or error free;
(c) we do not warrant that any Licensed SDKs or the AHI Platform are error-free or will operate accurately, correctly or without interruption or will achieve your intended results; and
(d) you accept sole responsibility for the selection of the Licensed SDKs and AHI Platform to achieve your intended results and for any results that you, your Personnel or Users obtain therefrom.

23. Insurance

23.1. Each party will during the Term obtain and maintain the following insurances:

(a) cyber liability and privacy protection insurance in the amount of two million dollars ($2,000,000); and
(b) any other insurance that the party must obtain under Applicable Law.

23.2. For each insurance policy taken out by a party in accordance with this Agreement it will provide the other party (upon request only) with a certificate of currency which identifies the insurer, policy number, term of the policy, type of insurance and limits of liability for the cover.

24. Suspension and Termination

24.1. We may temporarily and/or permanently suspend and/or disable the performance of the whole or any part of any Licensed SDKs, the AHI Platform or Services and/or your Personnel's and Users' access to and use of any Licensed SDKs, the AHI Platform or Services by way of TPM or otherwise if we know or reasonably suspect that:

(a) you are in breach of the Agreement;

(b) any of your Personnel have not used or are not using the Licensed SDKs in compliance with the Licence;
(c) any Authorised Third Party Developer is in breach of the applicable Third Party Developer Licence Agreement; or
(d) we determine that you or any of your Personnel's use of the Licensed SDKs is likely to lead to any third party instituting or threatening legal proceedings against us or any other person.

24.2. A party (the **first party**) may terminate this Agreement by written notice to the other party (the **Defaulting Party**) if the Defaulting Party is in material breach of this Agreement which is not remediable, or if capable of remedy and the Defaulting Party fails to remedy the material breach within seven (7) days of written notice from the first party requiring the remedying of the breach.

24.3. A party may terminate this Agreement by written notice to the other party if the other party suffers an Insolvency Event.

24.4. We may terminate this Agreement, the Licence or our provision of any Services, if:

(a) you undergo a Change of Control without our prior written consent;
(b) you breach, challenge or dispute the validity of any of our Intellectual Property Rights;
(c) you purport to assign any of your rights or novate any of your obligations under this Agreement without our prior written consent;
(d) you breach any Applicable Law or any person's rights; or
(e) a third party provider ceases to provide hardware, software, products, licences or services that we require to comply with our obligations under this Agreement.

24.5. If this Agreement is terminated or expires for any reason:

(a) any rights or obligations that, by their nature, survive termination shall so survive;
(b) you shall promptly return to us all copies of any of our Confidential Information and Documentation in your possession or control, or if required by us, destroy all such copies of our Confidential Information and Documentation;
(c) in the absence of any direction from you within 30 days following termination or expiry of this Agreement, we shall delete all Your Data that remains in our possession or control;
(d) we do not have any obligation to provide you with any refund, except to the extent that we must do so pursuant to Applicable Law;
(e) your right to use and access the Licensed SDKs, the AHI Platform and any Documentation immediately ceases; and
(f) the Licence will immediately terminate.

24.6. If this Agreement is terminated prior to the expiry of the Initial Term or any then current Renewal Term (other than due to our breach of the Agreement), then without prejudice to any of our other rights, you must pay any amounts (collectively, the **Outstanding Amount**) which we calculate or reasonably estimate would have been payable by you under the Agreement for the remainder of the Initial Term (or then current Renewal Term, if applicable) had the Agreement not been terminated. If an Outstanding Amount is payable, we will send you a tax invoice in respect of the Outstanding Amount and you will pay this invoice within twenty eight (28) days. Payment under this clause 24.6 is not intended to be, and will not be punitive and is intended to compensate us for reasonable losses that we will suffer resulting from the early termination of the Agreement.

25. Notices

25.1. All notices required or permitted to be made under this Agreement shall be in writing and may be delivered if: (a) delivered in person; (b) sent by post to the Licensee's postal addresses identified in the Commercial Details; or (c) sent by email to the Licensee's email addresses identified in the Commercial Details. If notice is delivered in person, notice shall be effectively given upon delivery. If notice is sent by post within Australia, notice shall be effectively given the next Business Day after posting if sent by express post, or 6 Business Days after posting if sent by ordinary post. If notice is sent by post internationally, notice shall be effectively given upon the sender receiving confirmation of delivery from the applicable postal service. If notice is sent by email, notice shall be deemed to have been effectively given on the day it is transmitted if the sender receives a read or delivery receipt confirming delivery or receipt of the email or a reply to the email. Any party may change its address for notice hereunder by giving written notice to the other party in accordance with this clause 25.1.

25.2. Text messages, instant messages, messages sent through social media websites, and similar messages are not considered "written" or "in writing" for the purposes of this Agreement.

26. Dispute Resolution

26.1. If a dispute arises between the parties out of or relating to this Agreement (**Dispute**), each party must seek to resolve it strictly in accordance with the provisions of this clause 26. Compliance with the provisions of this clause is a condition precedent to seeking relief in any court in respect of the Dispute, except as otherwise provided in this clause.

26.2. A party seeking to resolve a Dispute must notify the existence and nature of the Dispute to the other party (**Notification**). Upon receipt of a Notification, each party must refer resolution of the Dispute to their chief executives or lawyers.

26.3. If the Dispute has not been resolved within one (1) calendar month of the Notification, then each party will be entitled to pursue such course of action as it determines.

26.4. Nothing in this clause 26 shall limit either party's right to seek urgent interlocutory relief from any court of competent jurisdiction at any time.

27. General

27.1. Assignment: You shall not assign, transfer, license or novate your rights or obligations under this Agreement without our prior written consent. Any such assignment, transfer, license or novation without our prior written consent is void.

27.2. Waiver: No exercise or failure to exercise or delay in exercising any right or remedy by a party shall constitute a waiver by that party of that or any other right or remedy available to it.

27.3. Invalidity: If any provision of this Agreement or its application to any party or circumstance is or becomes invalid or unenforceable to any extent, the remainder of the Agreement and its application shall not be affected and shall remain enforceable to the greatest extent permitted by law.

27.4. Relationship: Nothing contained in this Agreement creates any partnership, employment, joint venture or agency between the parties.

27.5. Entire Agreement: This Agreement is entered into as an agreement. It constitutes the entire agreement of the parties about its subject matter and supersedes all other proposals, prior agreements, oral or written, arrangements, agreements and all other communications between the parties about its subject matter.

27.6. Amendments: This Agreement may be amended only by a written document signed by all parties and a provision of or a right under this Agreement may not be waived or varied except in writing signed by the party to be bound.

27.7. Jurisdiction: This Agreement is governed by the laws in force in Western Australia. Each party irrevocably submits to the jurisdiction of the courts located in New South Wales and/or Western Australia, and the courts of appeal from them in relation to any dispute concerning the Agreement.

27.8. Counterparts: This Agreement may be executed (including via DocuSign or similar) in counterparts provided that no binding agreement shall be reached until the executed counterparts are exchanged. A counterpart of a document exchanged by email shall constitute evidence of the execution of the original.

28. Definitions and interpretation

28.1. In this Agreement, terms in bold font in brackets have the meanings given thereto as set out in the applicable clauses in which they are defined. Any word starting with a capital letter that is not otherwise defined in this document, shall have the meaning given to it in the SLA. In addition, in these Terms and Conditions the following words have the following meanings:

Agreement means: (1) the Commercial Details; (2) the Fee Schedule; (3) these Terms and Conditions; (4) the Service Level Agreement; and (5) the applicable Data Processing Agreement specified in the Commercial Details.

Applicable Law means any applicable act, law, legislation, rule of the general law, including common law and equity, judicial order or consent or requisition from, by or with any governmental agency, including any Data Protection Law in any applicable jurisdiction.

Australian Consumer Law means schedule 2 to the *Competition and Consumer Act 2010* (Cth).

Authorised Third Party Developer means a person who is deemed to be such pursuant to clause 0.

Business Day means any day from Monday to Friday in Western Australia, excluding public and bank holidays in Western Australia.

Business Hours means 9:00 am – 5:00 pm on Business Days.

Change of Control means a change in the beneficial ownership of more than 25% of: (a) the issued share capital of a company; or (b) the legal power to direct or cause the direction of the general management of the company.

Commencement Date means the commencement date specified in the Commercial Details.

Commercial Details means the table of this document under that heading.

Consequential Loss means any Loss that is:

(a) indirect or consequential to another loss;
(b) loss or damage being or caused by a loss of revenue, loss of profits, loss of savings or anticipated savings or business, loss of data, loss of opportunity, loss of goodwill or expectation loss;
(c) a special, punitive or exemplary loss or damage (including, without limitation, any penalty or fine imposed); or
(d) a pure economic loss.

Custom Software has the meaning given to it in clause 18.1.

Data Processing Agreement means the applicable data processing agreement(s) specified in the Commercial Details.

Documentation means any information, materials or documents (whether in electronic form or not) referring to or describing the Licensed SDKs, the AHI Platform and/or Services that we provide to you, including any written specifications, user guides, manuals and explanatory materials.

Fees means the fees, rates and charges that are payable by you to us under this Agreement, as set out in the Fee Schedule or otherwise agreed in writing between you and us.

Force Majeure Event means any act, event, omission, accident or circumstance beyond our reasonable control.

GDPR means the EU General Data Protection Regulation.

GST has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended or replaced from time to time.

Implementation Plan means a written plan agreed in writing between you and us for the integration of the Licensed SDKs with Your App.

Initial Term means the initial term as set out in the Commercial Details.

Insolvency Event means, in respect of a party: (a) the party ceases to carry on business, is unable to pay its debts as and when they fall due, or is deemed to be insolvent or bankrupt; (b) a receiver or a liquidator or provisional liquidator or an administrator is appointed to the party, or an application (including voluntary application filed by that party) is lodged or an order is made or a resolution is passed for the winding up (whether voluntary or compulsory) of that party; (c) where the party is a partnership, the partnership is dissolved or an application is made for its dissolution; (d) the party suspends payment of its debts to the other party, or the party takes the benefit of any law for the relief of insolvent debtors; or (e) anything analogous or having a substantially similar effect to any of the events described in (a) through (d) above occurs under the law of any applicable jurisdiction.

Intellectual Property Rights means all current and future intellectual property rights, including all copyright, patents, trade marks, design rights, trade secrets, domain names, and other rights of a similar nature and all other rights to intellectual property as defined under Article 2 of the Convention Establishing the World Intellectual Property Organization, whether registrable or not and whether registered or not, and any applications for registration or rights to make such an application, anywhere in the World.

Licensed SDKs means the software development kits specified in the Commercial Details, including any new versions, updates, patches, and upgrades. Such SDKs may include: (a) libraries (including any binary libraries); (b) documentation; (c) software; (d) sample code; and (e) other materials supplied by us to you in connection with any such libraries, Documentation and sample code.

Level 1 Technical Support means first level support services including:

(a) providing a suitable mechanism for your Users to be able to report a fault to you in Your App for diagnosis (i.e support hotline, support emails etc); and
(b) basic investigation of faults reported by your Users.

Loss means any direct or indirect loss, cost, expense, penalties, fines, liability or damage including legal costs on a solicitor/client basis and any claim, demand or proceedings brought, or judgment or order obtained, by a third party.

Measurement Error has the meaning given to it in the SLA.

Moral Rights has the meaning given in the *Copyright Act 1968* (Cth).

Object Code means computer code in a form that a computer can execute, when compiled or converted from its Source Code version.

Open Source Licence means the applicable licence that governs Open Source Software.

Open Source Software means any software licensed under any form of open source licence meeting the Open Source Initiative's Open Source Definition (http://www.opensource.org/docs/definition.php).

Parties or **parties** means you and us and Party or party means either you or us as the context dictates.

Payment Terms means any payment terms and conditions set out in the Fee Schedule.

Personal Data has the meaning given in the Data Processing Agreement.

Personnel means officers, agents, employees and subcontractors (excluding any Third Party Developer and Authorised Third Party Developer). We are not your Personnel and you are not our Personnel for the purposes of this definition.

Privacy Act means the *Privacy Act 1988* (Cth).

Product Integration means the process of integrating the Licensed SDKs into Your App(s).

Risk Inference Reference Information means health risk information derived from applying a specific risk study to a set of scan results produced by the Licensed SDKs.

Scheduled Outage means any downtime of the AHI Platform scheduled by us or any of our suppliers in advance with respect to the hosting of the AHI Platform.

Service Level Agreement or **SLA** means the document entitled "Service Level Agreement (SLA)" attached to this MSA.

Services means the Implementation Services, Support Services (as that term is defined in the SLA), the Training Services, the processing of Your Data by the AHI Platform and any other services that we agree to supply pursuant to this Agreement.

Source Code means computer code in human-readable form, that when compiled becomes Object Code.

Statement of Work or **SOW** means a document entitled "Statement of Work" executed by you and us.

Support Request has the meaning given to it in the SLA.

Support Services has the meaning given to it in the SLA.

Term means the Initial Term and any applicable Renewal Terms.

Terms and Conditions means clauses 1 - 28 of this document.

Third Party Developer means a third party software developer engaged or to be engaged by you to provide software development services to you.

Third Party Developer Licence Agreement mean the agreement set out at Annexure A to this Agreement.

User means an end user authorised by you to use Your App.

Your App has the meaning given to it in the Commercial Details.

Your Data means all data entered into the AHI Platform via Your App.

28.2. In this Agreement, the following rules of construction applies, unless the context otherwise requires:

(a) headings and underlinings are for convenience only and do not affect the construction of the Agreement;
(b) a provision of the Agreement will not be interpreted against a party because the party prepared or was responsible for the preparation of the provision, or because the party's legal representative prepared the provision;
(c) currency or "$" refers to Australian Dollars;
(d) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
(e) a reference to a clause, subclause or paragraph is a reference to a clause, subclause or paragraph of the Agreement;
(f) a reference to a subclause or paragraph is a reference to the subclause or paragraph in the clause in which the reference is made;
(g) a reference to time is to time in New South Wales;
(h) a reference to a person includes a reference to an individual, a partnership, a company, a joint venture, government body, government department, and any other legal entity;
(i) words in the singular shall include the plural and in the plural, shall include the singular;
(j) a provision of the Agreement shall not be construed against a party merely because the party or its solicitors prepared the provision;
(k) the phrases "specified in the Commercial Details" and similar, means specified as being applicable or in the affirmative in the Commercial Details;
(l) the Agreement shall not bind you or us until and unless the "Acceptance" section of the Commercial Details has been executed by both you and us; and

the words 'such as', 'including', 'includes' and similar expressions are not used as, nor are intended to be, interpreted as words of limitation and shall be interpreted as if the words "but not limited to" immediately followed them in each case.

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Service Level Agreement (SLA)

1. Definitions and Interpretation

1.1. This Service Level Agreement (**SLA**) forms part of the Agreement. In this SLA, definitions and any rules of construction in the attached Terms and Conditions, are hereby incorporated into this SLA by reference.

2. Availability Target

2.1. We will use our best endeavours to make the AHI Platform Available, as measured over each calendar month during the Term (each such calendar month, a **Service Period**), at least 99% of the time, excluding only the time it is not Available solely as a result of your breach of the Agreement, Your App, a Scheduled Outage, an outage of any infrastructure or hosting service supplied by Amazon Web Services or a Force Majeure Event. '**Available**' means the AHI Platform is available and operable for access by Your App via the Licensed SDKs.

3. Provision of Support Services

3.1. Where Support Services are specified in the Commercial Details, we shall use our best endeavours to respond to any request for:

(a) technical support with respect to any reproducible malfunction in the Licensed SDKs or the AHI Platform that you report to us that prevents the Licensed SDKs from performing materially in accordance with the Documentation (**Software Error**); and
(b) technical support with respect to an anthropometric measurement capture or result, or transdermal optical imaging capture or result (**Measurement Error**),

in accordance with the applicable response times specified in clause 6.2 of this SLA (collectively, the **Support Services**).

4. Support Services Conditions

4.1.You must:

(a) provide us with prompt access to your technical environment, including any software, systems, equipment, and networks via remote access, as reasonably required by us to provide the Support Services; and
(b) provide us with access to all of your necessary Personnel and/or documentation as reasonably required by us to provide the Support Services.

5. Technical Support

5.1. The Support Services are limited to the provision of telephone and email support during Business Hours to your designated Personnel approved by us (**Support Staff**) to answer questions from your Support Staff.

5.2. The Support Services will be provided through our technical support hotline (via telephone or email) which operates during Business Hours. A support phone number and a support email address will be provided to you by us through which your Support Staff can request the Support Services referred to in clause 5.1.

5.3. If you require Support Services during the Term, you must notify us that you require technical support (**Support Request**) in accordance with the following procedure:

(a) you must issue a Support Request to us in accordance with clause 5.2;
(b) when issuing a Support Request, you must ensure that you provide to us:

(i) the impacted User's unique identification number as designated by us;
(ii) the make, model and operating system of the impacted User's mobile device (where applicable);
(iii) a detailed description of the Software Error or Measurement Error;
(iv) details of the version number of the Licensed SDK/s that the Personnel or User is experiencing the Software Error or Measurement Error with;
(v) evidence of the Software Error or Measurement Error; and
(vi) any other information reasonably required by us.

5.4. We shall have no obligation to provide any Support Services with respect to the Licensed SDKs or the AHI Platform to any of your Authorised Third Party Developers, Personnel or Users, other than your Support Staff.

5.5. You must provide Level 1 Technical Support to Users.

5.6. We may temporarily suspend the operation of the Licensed SDKs and/or the AHI Platform or your access to them as reasonably required by us to perform the Support Services.

6. Support Service Prioritisation

6.1. We will prioritise support services requested by you under this SLA in accordance with the following severity code classification (as determined by us in our absolute discretion):

- Major (Severity 1) – A Software Error or Measurement Error which either (a) impacts an essential part of Your App; or (b) materially impacts your business operations.
- Normal (Severity 2) – An Error or Measurement Error which either (a) impacts a non-essential part of Your App; or (b) does not materially impact your business operations.

6.2. We will use reasonable endeavors to acknowledge the receipt of any relevant request for Support Services pursuant to this SLA within the following timeframes:

Severity Level	Target Response Time	Target Resolution Time
Severity Level 1	1 Business Hour	1 Business Day
Severity Level 2	4 Business Hours	5 Business Days

The Target Response Time is measured from the time we receive a Support Request. If a support request is sent outside Business Hours it shall be deemed to be received by us at 9.00 am on the next Business Day. The Target Resolution Time is measured from the time we acknowledge receipt of your Support Request.

6.3. We will use reasonable endeavors to resolve the Software Error or Measurement Error (including by providing a workaround) the subject of any Support Request, within the Target Resolution Time.

6.4. Support Levels are defined as:

Level	Provided By	Description
Level 1	You	Your Support Staff provides end user, first line support in accordance with Support Documentation
Level 2	AHI	Our Support Staff to provide support to your Designated Support Staff if a Support Request is unable to be resolved
Level 3	AHI	Our technical support staff to provide support to Level 2 Support Staff.

7. Exclusions

7.1. We shall have no obligation to provide any Support Services or other technical support with respect to the Licensed SDKs or the AHI Platform other than as expressly required pursuant to this SLA. In addition, and without limiting the foregoing provisions, we shall have no obligation to provide Support Services:

(a) for Software Errors or Measurement Errors occurring during a planned or scheduled outage by us or our hosting providers;
(b) with respect to any Software Error or Measurement Error resulting from your and/or your Third Party Developer's, Personnel's or Users' action or inaction;
(c) for errors caused by or in connection with a Force Majeure Event;
(d) any Software Errors or Measurement Errors caused by use of the Licensed SDKs in conjunction with any third-party software;
(e) for Software Errors or Measurement Errors resulting from third party software bugs and defects;
(f) with respect to Software Errors or Measurement Errors caused by or relating to your technical environment;
(g) with respect to any Error or Measurement Error caused by your and/or your Authorised Third Party Developer's Personnel's or Users' breach of the Agreement; or
(h) if you have failed to pay any outstanding Fees to us as and when due and payable.

Annexure A - Third Party Developer Licence Agreement

Third Party Developer Licence Agreement

This Third Party Developer Licence Agreement ("**Agreement**") is made and entered into on [insert date] by and between Advanced Human Imaging Limited ABN 85 602 111 115 of Unit 5, 71 - 73 South Perth Esplanade, South Perth WA 6151 ("**Licensor**") and [insert Third Party Developer name, ABN and address of licensee] ("**Licensee**", "**you**", "**your**").

1. Definitions and interpretation

1.1 In this Agreement:

'**AHI Software Development Kit**' means one or more software development tools supplied by the Licensor and described by the Licensor as a "software development kit" or "SDK" or that can be used to create applications incorporating smartphone-based human scanning technology. Such software development tools may include:

(a) libraries (including any binary libraries); (b) documentation; (c) software; (d) sample code; and (e) other materials supplied by the Licensor to the Licensee in connection with any such libraries, documentation and sample code.

'**Commencement Date**' means the date on which a copy of the Licensed SDKs are delivered to you or made available to you by the Licensor or the Partner.

'**Confidential Information**' means all information provided by the Licensor to the Licensee in connection with this Agreement where such information is identified by the Licensor as confidential at the time of its disclosure or has the quality of confidential information, but excluding information which is:

(a) on receipt by the Licensee, in the public domain or which subsequently enters the public domain without any breach of this Agreement; or
(b) on receipt by the Licensee, already known by or in the possession of the Licensee and which knowledge or possession can be proven by written contemporaneous records.

Notwithstanding any other provisions of this Agreement, the Licensor's Confidential Information includes the source code in the Licensed SDKs.

'**Documentation**' means any information, materials or documents (whether in electronic form or not) referring to or describing the Licensed SDKs that is provided to you, including any written specifications, user guides, manuals and explanatory materials.

'**Force Majeure Event**' means a circumstance beyond the Licensor's reasonable control, which results in the Licensor being unable to observe or perform on time an obligation under this Agreement.

'Implementation Audit' means once the SDK product integration is complete, the Third Party Developer agrees to allow AHI access to a pre-release version of the Third Party Developer Product/s integrated with AHI Licensed SDKs, for the purpose of conducting an Implementation Audit, as documented in Schedule 1 – SDK Implementation Audit Checklist.

'Intellectual Property Rights' means all intellectual property rights, including all copyright, patents, trademarks, design rights, trade secrets, domain names and other rights of a similar nature, whether registrable or not and whether registered or not, and any applications for registration or rights to make such an application, anywhere in the World.

'**Licence**' has the meaning given to it in clause 2.2.

'**Licence Period**' means the period commencing on the Commencement Date and concluding upon the conclusion of your engagement with Partner.

'**Licensed SDKs**' means the AHI Software Development Kit, including any new versions, updates, and upgrades.

'**Open Source Licence'** means the applicable licence that governs Open Source Software.

'**Open Source Software**' means any software licensed under any form of open source licence meeting the Open Source Initiative's Open Source Definition (http://www.opensource.org/docs/definition.php).

'**Partner**' means the third party who engages you, or has engaged you, to integrate the Licensed SDKs into its application.

1.2 In this Agreement:

(a) a reference to a person includes a corporation or any other legal entity;
(b) a reference to "a party" is to you or the Licensor as the context dictates and a reference to "parties" is to both you and the Licensor;
(c) a reference to currency is to Australian dollars unless specified otherwise;
(d) the term "includes" (or any similar term) means "includes without limitation"; and
(e) a clause of this Agreement will not be interpreted against a party merely because the party prepared or was responsible for its preparation.

2. Third Party Developer

2.1. You have represented to us that the Partner has engaged you to provide software development services that may require or enable you to access, download, and/or use the Licensed SDKs for that engagement (the "**Purpose**").
2.2. Subject to clause 3, the Licensor grants you, for the Licence Period, a non-exclusive, non-transferable, non-assignable, non-sublicensable licence for you to use Licensed SDKs solely for the Purpose ("**Licence**").
2.3. Upon conclusion of the Licence Period, the Licence shall immediately and automatically terminate and you must destroy all and any copies of the Licensed SDKs in your possession or control.
2.4. You may not use the Licensed SDKs beyond the Licence Period without the Licensor's prior written consent.

3. Restrictions on use

3.1. You may not make any use of the Licensed SDKs except as permitted by the Licence. You may not do or authorise the commission of any act that would or might invalidate or be inconsistent with the Licensor's Intellectual Property Rights in the Licensed SDKs. Without limiting the foregoing provisions, you must not (before, during or after the Licence Period):

(a) license, sublicense, resell, assign, transfer, distribute, or provide others with access to, the Licensed SDKs;
(b) "frame", "mirror" or serve any of the Licensed SDKs on any web server or other computer server over the Internet or any other network;
(c) use the Licensed SDKs to develop a competing product;
(d) provide the Licensed SDKs to any subcontractor or contractor without the Licensor's prior written consent;
(e) copy, alter, modify, create derivative works from, reproduce, transfer to a third party, reverse assemble, reverse engineer, reverse compile or enhance the Licensed SDKs (except as expressly permitted by applicable copyright law); or
(f) use the Licensed SDKs in breach of any statute, regulation, law or legal right of any person.

3.2. You must provide the Licensor with access to your business records, equipment (including computer equipment) and premises as reasonably required by the Licensor to inspect the performance of your obligations under this Agreement.
3.3. Certain parts of the Licensed SDKs comprise of Open Source Software. The applicable Open Source Licences govern your use of those parts of the Licensed SDKs. Those applicable Open Source Licences and the components of the Licensed SDKs governed by those Open Source Licences are documented in the *AHI MultiScan SDK Open Source Licences List* which is a separate document that you may request from the Licensor.

4. Intellectual Property Rights

4.1. Nothing in this Agreement constitutes a transfer of any Intellectual Property Rights.

4.2. The Licensor owns all Intellectual Property Rights in the Licensed SDKs and any modifications, including any updates, upgrades and enhancements in the Licensed SDKs.

4.3. As between you and the Licensor, the Licensor owns all Intellectual Property Rights in the Licensed SDKs and the Documentation. You must not represent that you own the Licensed SDKs, the Documentation or any modifications of the Licensed SDKs and/or the Documentation.

4.4. Except as expressly stated herein, this Agreement does not grant you or any third party any rights to or in patents, copyright, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other Intellectual Property Rights or other rights or licences in respect of the Licensed SDKs or the Documentation.

4.5. You must not directly or indirectly do anything that would or might invalidate, jeopardise, limit, interfere with or put in dispute our or our licensors' ownership in or rights with respect to the Licensed SDKs or Documentation.

4.6. You may not do or authorise the commission of any act that would or might invalidate or be inconsistent with our or our licensors' Intellectual Property Rights in the Licensed SDKs or any Documentation.

4.7. You hereby assign to us all and any Intellectual Property rights that you may have in all and any comments in connection with the Licensed SDKs, the Documentation or requests for any new Licensed SDK features that you or your Personnel may suggest or create (each, an **Improvement Suggestion**). Each Improvement Suggestion becomes our sole and exclusive property. This assignment is effective as soon as you or your officers, employees and agents create any Improvement Suggestion or provides an Improvement Suggestion to us including where applicable under section 197 of the *Copyright Act 1968* (Cth) and in equity. You must execute and procure from your officers, employees and agents the execution of any documentation reasonably required by us to give effect to: (a) the assignment to us of all Intellectual Property Rights that they may have in any Improvement Suggestions; and (b) a waiver for us and any third parties authorised by us to exploit any Moral Rights that they may have in any Improvement Suggestions.

4.8. You must not:

(a) use any of our trade marks or other marks (Marks) except as provided for in this Agreement; or

(b) contest any Mark, apply for registration of any Mark or use or apply for registration of any trade mark, trade name, business name, company name or domain name that incorporates any element that is confusingly similar to any Mark.

4.9. Except as expressly provided in this Agreement, you have no rights in respect of any Marks or their associated goodwill, and you hereby acknowledge that all such rights and goodwill inure for the benefit of, and are (and will remain) vested in, us.

5. Confidentiality

5.1. You must not, without the prior written consent of the Licensor, use or disclose the Licensor's Confidential Information unless and to the extent expressly permitted by this Agreement or required by law.

5.2. You may:

(a) use the Confidential Information of the Licensor solely to comply with your obligations and exercise your rights under this Agreement; and

(b) disclose the Confidential Information to a Court but only if compelled by law to do so.

5.3. You must implement and maintain effective security measures to prevent unauthorised use and disclosure of the Licensor's Confidential Information whilst it is in your possession or control.

5.4. You must destroy all Confidential Information (including all copies and notes thereof) of the Licensor in your possession or control, on demand by the Licensor and upon termination of this Agreement for any reason.

6. Responsibility for licenses, authorisations and consents

6.1. You are responsible for obtaining all necessary licenses, authorisations and consents as required to lawfully upload, store or transfer data through or into the Licensed SDKs.
6.2. You must not use the Licensed SDKs in breach of any applicable laws.
6.3. You must indemnify the Licensor for any loss or damage it incurs as a result of your breach of this clause 6.

7. Liability

7.1. To the extent possible by law, the Licensor does not have any liability to you under or in connection with the Licensed SDKs.
7.2. If the Licensed SDKs are supplied to you as a 'consumer' of goods or services within the meaning of that term in the Australian Consumer Law, you will have the benefit of certain non-excludable rights and remedies in respect of the goods or services and nothing in these terms and conditions excludes or restricts or modifies any condition, warranty, guarantee, right or remedy which pursuant to the *Competition and Consumer Act 2010* (Cth) is so conferred. However, if the goods or services are subject to a non-excludable condition, warranty, guarantee, right or remedy implied by the Australian Consumer Law and the goods or services are not ordinarily acquired for personal, domestic or household use or consumption, then pursuant to section 64A of the Australian Consumer Law, the Licensor limits its liability for breach of any such non-excludable warranty, guarantee, right or remedy implied by the Australian Consumer Law (other than a guarantee implied by sections 51, 52 or 53 of the Australian Consumer Law) or expressly given by the Licensor to you, in respect of each of the goods and services, where it is fair and reasonable to do so, at the option of the Licensor, to one or more of the following:

(a) if the breach relates to goods:

(i) the replacement of the goods or the supply of equivalent goods;
(ii) the repair of such goods;
(iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
(iv) the payment of the cost of having the goods repaired; and

(b) if the breach relates to services:

(i) the supplying of the services again; or
(ii) the payment of the cost of having the services supplied again.

7.3. Other than any non-excludable guarantees implied into this Agreement under the Australian Consumer Law (if any), all conditions, warranties and guarantees implied in this Agreement (including with respect to fitness for purpose) are excluded from this Agreement and the Licensed SDKs are provided "as is" and without any warranty of any kind.

8. Termination

8.1. A party may terminate this Agreement by written notice to the other party (the "defaulting party") if the defaulting party is in material breach of this Agreement which is not remediable, or if capable of remedy where the defaulting party fails to remedy the breach within 14 days of written notice.
8.2. Either party may terminate this Agreement by written notice to the other party at any time.

9. Consequences of Termination

9.1. If this Agreement is terminated or expires for any reason, then, in addition and without prejudice to any other rights or remedies available:

(a) clause 3, 4, 5, 6, 7, 9 and 10 and any other rights or obligations that, by their nature, survive termination, shall so survive;
(b) your right to use the Licensed SDKs immediately ceases and the Licence shall immediately terminate; and
(c) you must immediately destroy all copies of the Licensed SDKs within your possession or control.

10. General

10.1. You must not assign, sublicense or otherwise deal in any other way with any of your rights under this Agreement without the prior written consent of the Licensor. The Licensor may assign or novate its rights or obligations under this Agreement (in whole or in part) at any time.

10.2. Nothing contained in this Agreement creates any partnership, employment, joint venture or agency between the parties.

10.3. The Licensor is under no obligation to provide any maintenance, support, upgrades or updates under this Agreement with respect to the Licensed SDKs.

10.4. This Agreement is the entire agreement between you and Licensor about its subject matter and supersedes all other representations, arrangements or agreements between you and Licensor.

10.5. This Agreement may be amended only by a document signed by the parties and a party's right under this Agreement may not be waived or varied except in writing signed by the party.

10.6. The Licensor will not be responsible for a failure to comply with its obligations under this Agreement to the extent that failure is caused by a Force Majeure Event.

10.7. The laws of Western Australia govern this Agreement and each party submits to the exclusive jurisdiction of the courts located in Western Australia and/or New South Wales, and the courts of appeal from them.

Signed as an agreement.
Signed for and on behalf of **Advanced Human Imaging Limited**
ABN 85 602 111 115 by its authorised representative:

Vlado Bosanac
CEO

Signed for and on behalf of the Licensee by its authorised representative:

Adryan van der Linde
Projectmanager HiC

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Schedule 1 - SDK Implementation Audit Checklist

Auditor name: _____

Third Party Developer Company Name: **e-Vitality B.V. VAT: NL851656110B01**

Audit Date:_____

Partner Company Name: **Inter-Psy B.V, Chamber of Commerce: 50074105**

Partner Applications integrated with AHI SDKs: **HealthiCheck App**

SDK(s) audited (include version numbering): _____

- ☐ Within the implemented AHI SDKs there are no bugs or UX/UI blockers (eg all buttons work)
- ☐ No offensive language
- ☐ No unreadable text
- ☐ New User - Able to create a new account
- ☐ New User - Able to create first scan
- ☐ Returning user – Able to create second scan
- ☐ Circumference measurements: 6 scan accuracy test - minimum 97% average accuracy in comparison to ISAK physical measurements
- ☐ Circumference measurements 6 scan repeatability test – minimum 97% average repeatability test

Note: This checklist is to be used for initial Product Integration and, at the discretion of AHI may be used on any subsequent SDK version updates.

There were _____Non-Conformance's in this audit.

Description of Non-Conformance's (write N/A if 0)

Comments (if applicable)

Auditor Signature: _____

Third Party Developer Representative Name:_____

Third Party Developer Representative Signature: _____

Partner Representative Name: _____

Partner Representative Signature: _____

Schedule 2 – User Fees

Tier	Body Scans Cost Per Month, Per User*	Combined Body and Face Scans Per Month, Per User*
1 – 25,000 active users	EUR€4.99	EUR€6.49
25,001 – 50,000 active users	EUR€3.99	EUR€5.49
50,001 – 100,000 active users	EUR€2.99	EUR€4.49
100,001 – 250,000 active users	EUR€2.50	EUR€4.00
250,001 – 500,000 active users	EUR€1.99	EUR€3.49
500,001 – 1,000,000 active users	EUR€1.50	EUR€3.00
1,000,001 – 3,000,000 active users	EUR€1.00	EUR€2.50
> 3,000,000 active users	EUR€0.80	EUR€2.30

Individual Body scan without subscription	EUR€4.99
Individual Combined (Body and Face scan) scans without subscription	EUR€8.99
4 Combined (Body and Face scan) scans without subscription**	EUR€19.99

* *The above per month, per user pricing is tier based, where the Customer pays the per month, per user price for the first tier, then the per month, per user price for the second tier and so on.*

** *4 combined scans per user paid up front and must be captured in a 12 month period.*

- NB: above revenues are either per month, per user tier based pricing or individual scan based pricing to be paid to AHI or as mutually agreed under arrangement between the parties.
- All above per month, per user pricing is based on a 12-month subscription.
- Monthly Face Scan subscription is based on a fair use policy, allowing the user to take up to 10 scans per month.

AHI DATA PROCESSING AGREEMENT

MASTER SERVICES AGREEMENT REFERENCE: : AHI010027

THIS AGREEMENT is made on**:** 07/02/2022 ("**Commencement Date**")

PARTIES

(1) **ADVANCED HUMAN IMAGING LIMITED** (ABN 85 602 111 115) of Unit 5, 71-73 South Perth Esplanade, South Perth Western Australia 6151 (the "**Service Provider**", "**AHI**"); and

(2) INTER-PSY B.V, Chamber of Commerce: 50074105 of Verl. Meeuwerderweg 5, 9723 ZM Groningen, NETHERLANDS ("**Licensee**").

BACKGROUND

(A) Under an agreement (the "Master Services Agreement") between AHI and the Licensee with the Contract Reference indicated in the Master Services Agreement, AHI provides to the Licensee, access to the AHI cloud platform for the purpose of providing smartphone and cloud based digital biometric processing services.

(B) The provision of the AHI Services involves the processing of Personal Data (as defined below) by AHI on behalf of the Licensee.

(C) The parties have agreed to enter into this Data Processing Agreement ("DPA") to meet the requirements of applicable Data Protection Law.

THE PARTIES AGREE as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. In this DPA any capitalised expression used but not defined in this DPA shall have the meaning provided to it in the Master Services Agreement and the following expressions shall have the following meanings:

Account Data means Personal Data that relates to the Service Provider's supplier relationship with the Licensee.

Controller shall mean the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.

Consent shall mean any freely given, specific, informed and unambiguous indication of the Data Subject's wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the processing of Personal Data relating to him or her.

Data Protection Law refers to all laws and regulations applicable to the Service Provider's processing of Personal Data under this DPA including, without limitation:

- Australian Privacy Act 1998 (Cth) ("**APA"**) and associated legislation such as, the *Australian Privacy Amendment (Notifiable Data Breaches) Act 2017* (Cth) ("**NDB Law"**)
- California Consumer Privacy Act, California Civil Code Sections 1798.100 et seq and its implementing regulations ("**CCPA"**)

- UK General Data Protection Regulation ("**UK GDPR"**)
- EU General Data Protection Regulation ("**EU GDPR"**)
- Brazilian General Data Protection Law ("**LGPD"**)
- Peru's Personal Data Protection Law (N°29733 ("**PDPL"**)) and its Regulation (N°003-2013- JUS-Regulation of the PDPL)
- China's Personal Information Protection Law ("**PIPL"**).

Data Subject shall mean an identified or identifiable natural person to whom Personal Data relates.

End User means an individual Data Subject who is a customer or user of any Licensee product or service which incorporates the AHI Service or relies upon the AHI Platform.

End User Data means Personal Data about an End User provided to the Service Provider by the End User and/or the Licensee and including the End User's height, weight, Sex, Age, whether the End User: is a smoker, has hypertension, is on blood pressure medication, is diabetic, together with facial blood-flow information, generated on End User devices by the AHI Services.

Licensed SDK means the software development kits listed at Schedule 1 of the Master Services Agreement.

Licensee Products means the Licensee software products listed at Schedule 1 of the Master Services Agreement.

AHI Platform means the AHI public cloud environment described at Parts A and B of Schedule 3 of this DPA.

AHI Services means smartphone digital biometric processing services provided by AHI, using the AHI Platform, to End Users through Licensee Products that integrate the Licensed SDKs.

Personal Data means any information relating to a person ('Data Subject') who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person.

Processor shall mean a natural or legal person, public authority, agency or other body which processes Personal Data on behalf of the Controller.

Personal Data Breach means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed.

'Processing' and 'process' shall mean any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Service Data means data processed by the Service Provider for the purposes of transmitting and exchanging End User Data including, without limitation, the date, time, duration and type of communication; information collected from End User devices about how they use the AHI Service; and activity logs used to optimise and maintain the performance and security of the AHI Services and to investigate and prevent system abuse.

Sensitive Data means Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs or trade union membership, or genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health, or data concerning a natural person's sex life or sexual orientation; and Personal Data relating to criminal convictions and offences and shall be deemed to include "Sensitive Information" as defined in the *Australian Privacy Act 1998* (Cth).

Silhouette means the image of an End-User represented as a solid shape or a single colour, with the interior of a silhouette being featureless.

Supervisory Authority means an independent public authority which is established under the UK GDPR or the EU GDPR.

3D Model means a virtual 3D representation of an End-User's human body shape.

1.2. In this DPA:

1.2.1. a reference to this DPA includes its schedules;

1.2.2. clause, paragraph, schedule or other headings in this DPA are included for convenience only and shall have no effect on interpretation;

1.2.3. a reference to a 'party' includes that party's successors and permitted assigns;

1.2.4. words in the singular include the plural and vice versa;

1.2.5. any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;

1.2.6. a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form (including email);

1.2.7. references to any applicable laws shall be references to any applicable laws replacing, amending, extending, re-enacting or consolidating any such applicable laws and the equivalent terms defined in such applicable laws, once in force and applicable; and

1.2.8. a reference to any law includes all subordinate legislation made from time to time under that law.

2. SCOPE AND APPLICATION OF THIS AGREEMENT

2.1. This DPA applies to the processing of End User Data by the Service Provider on behalf of the Licensee pursuant to the Master Services Agreement.

2.2. This DPA shall continue in full force and effect for the term of the Master Services Agreement and will automatically and immediately terminate upon termination or expiry of the Master Services Agreement for any reason.

3. PROCESSING OF PERSONAL DATA & INSTRUCTIONS

3.1. The parties acknowledge and agree that with regard to the processing of End User Data, the Licensee shall be the Controller and the Service Provider is a processor (except where the Licensee is a processor to a third-party Controller, in which case the Service Provider shall be a sub-processor).

3.2. The Service Provider shall process End User Data solely for the purpose of providing the AHI Services to the Licensee and only in accordance with the Licensee's instructions (including processing initiated by End Users in their use of the Services) or as otherwise necessary to comply with applicable laws. Information about the means of processing, including hosting and technical architecture information, are provided at Schedule 3.

3.3. The Licensee's instructions shall only be constituted by:

3.3.1. the Master Services Agreement and this DPA;

3.3.2. the Licensee or any End User uploading or otherwise entering End User data into the AHI Platform;

3.3.3. any settings selected and/or configurations made or initiated by the Licensee or any End User in or to the AHI Platform or in respect of the AHI Services;

3.3.4. any reasonable written instructions provided by the Licensee to the Service Provider via email or through any communications tool facilitated by the AHI Services which are expressly stated to be written instructions issued by the Licensee as Controller to the Service Provider as processor and which are consistent with the terms of the Master Services Agreement and this DPA; or

3.3.5. the Licensee and relevant End-Users using the functionality of the AHI Platform or provided as part of the AHI Services to issue instructions to process Personal Data, such as, to delete Personal Data or export Personal Data.

3.4. The Licensee shall ensure that its instructions comply with Data Protection Law, and the Service Provider shall not be required to comply with the Licensee's instructions if such instructions would violate Data Protection Law or any other law or regulation.

3.5. The parties acknowledge and agree that with regard to the processing of Account Data and Service Data, the Service Provider is an independent Controller, and the Service Provider shall process Account Data and Service Data in accordance with Data Protection Law.

4. LICENSEE'S OBLIGATIONS

4.1. The Licensee shall, in its use of the AHI Platform and AHI Services, process End User Data in accordance with the requirements of Data Protection Law and shall have sole responsibility for the accuracy, quality and legality of End User Data and the means by which it has acquired End User Data; and represents and warrants to the Service Provider that:

4.1.1. it has complied and will continue to comply, with Data Protection Law in respect of its processing of End User Data;

4.1.2. it has provided, and will continue to provide, all necessary notices (including any applicable requirements to provide notice to End Users regarding the use of the Service Provider as a processor) and has obtained, and will continue to obtain, all Consents and rights necessary under Data Protection Law for the Service Provider to process End User Data for the purposes described in this DPA;

4.1.3. it has and will continue to have, the right to upload or transfer End User Data to the AHI Platform for processing in accordance with the terms of the Master Services Agreement and this DPA; and

4.1.4. The processing of End User Data by the Service Provider for the purposes of the Services will not violate the rights of any Data Subject that has opted out from sales.

4.2. The Licensee undertakes not to upload or transfer (or cause to be uploaded or transferred) any Sensitive Data (excluding any End User Data created by or using the AHI Service) or any Personal Data relating to any Data Subject who is not an End User to the AHI Platform, and agrees that the Service Provider shall have no liability whatsoever for any such Sensitive Data (with the exception of End User Data created by or using the AHI Service) or third party Personal Data, whether in connection with a Personal Data Breach or otherwise.

5. SUB-PROCESSING

5.1. The Service Provider shall be entitled to use sub-processors to process End User Data for the purpose of providing the AHI Services. For these purposes, the Licensee authorises the use of the sub-processors listed at Schedule 2.

5.2. If the Service Provider intends to use any new sub-processor to process End User Data for the purpose of providing the AHI Services, it shall notify the Licensee thereof in writing following which the Licensee shall have 30 days to object, on reasonable grounds, to the use of any such new sub- processor. If no objection is raised, the Licensee shall be deemed to have authorised the new sub- processor for the purposes of clause 5.1, above. If the Licensee raises an objection, the parties shall meet (in person, by telephone or by video call) within 7 days of such objection to discuss commercial reasonable alternative solutions in good faith. If the parties cannot reach a resolution in 30 days, the Service Provider shall be entitled to terminate the Master Services Agreement by written notice.

5.3. Before using any sub-processor to process End User Data, the Service Provider shall enter into a sub-processing contract with the sub-processor that meets the requirements of Data Protection Law.

5.4. In the event that a sub-processor used by the Service Provider to process End User Data for the purpose of providing the AHI Service fails to meet its obligations under a sub-processing contract with the Service Provider, the Service Provider shall remain fully liable to the Licensee for failing to meet its obligations under this DPA.

6. SECURITY & CONFIDENTIALITY

6.1. The Service Provider has implemented and will maintain the technical and organisational measures set out at Schedule 1 (the "Security Measures") to protect End User Data against unauthorised or unlawful processing, accidental loss, destruction, damage, alteration, or disclosure.

6.2. The Licensee acknowledges and agrees that:

6.2.1. the Security Measures provide a level of security for End User Data that is appropriate for the risk to End Users associated with the processing of End User Data, taking in to account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing; and

6.2.2. that the security measures are subject to technical and organisational progress and development and that the Service Provider may update or modify the Security Measures from time to time, provided that such updates do not result in the degradation of the overall security of the AHI Service or protection of End User Data.

6.3. The Service Provider shall ensure that any person who is authorised by it to process End User Data (including its staff, agents and subcontractors) shall be under a contractual obligation of confidentiality.

7. REPORTING & NOTIFICATION of PERSONAL DATA BREACHES

7.1. The Service Provider shall notify the Licensee about any Personal Data Breach without undue delay and in any event within 48 hours (48) hours of identifying the Personal Data Breach.

7.2. The Licensee acknowledges and agrees that the Service Provider is subject to the *Australian Privacy Amendment (Notifiable Data Breaches) Act 2017* (Cth) ("NDB Law"), meaning it will be deemed to 'jointly hold' the End User Data with the Licensee for the purposes of the NDB Law and will be required, following a Personal Data Breach to assess whether a reasonable person would conclude that the Personal Data Breach is likely to result in serious harm to affected individuals and if so, to notify the affected Data Subjects and the Office of the Australian Information Commissioner.

7.3. The Licensee acknowledges and agrees that if it is subject to the provisions of the UK GDPR or the EU GDPR, it will need to notify the appropriate Supervisory Authority of a Personal Data Breach without undue delay and, where feasible, not later than 72 hours after having become aware of it, unless the Personal Data Breach is unlikely to result in a risk to the rights and freedoms of Data Subjects.

7.4. The Licensee acknowledges and agrees that if it is subject to the provisions of the UK GDPR or the EU GDPR, it will need to notify the Data Subjects affected by a Personal Data Breach without undue delay, if the Personal Data Breach is likely to result in a high risk to their rights and freedoms.

8. RECORDS, AUDIT & ASSISTANCE

8.1. Where required by Data Protection Law, the Service Provider shall:

8.1.1. make available to the Licensee such information that is in its possession or control as is necessary to demonstrate the Service Provider's compliance with Data Protection Law; and

8.1.2. allow for and contribute to audits, including inspections, by the Licensee (at the Licensee's cost) to enable to Licensee to assess and verify the Service Provider's compliance with Data Protection Law (subject to a maximum of no more than one audit request in any 12 month period).

8.2. Where required by Data Protection Law, the Service Provider shall (at the Licensee's cost), assist the Licensee in complying with its obligations under Data Protection Law including by:

8.2.1. notifying the Licensee without undue delay if it receives a request from an End User to exercise their rights under Data Protection Law or any other compliant or request relating to the processing of the End User data;

8.2.2. cooperating fully with the Licensee and assisting as required in relation to any such End User request, compliant or other request by providing such End User Data and information as the Licensee reasonably requires; and

8.2.3. providing reasonable assistance to the Licensee in complying with its obligations under Data Protection Laws with respect to the security of processing, notification of Personal Data breaches, carrying out data protection impact assessments and in its dealings with data protection supervisory authorities.

8.3. Any costs payable by the Licensee under this clause 8 shall be charged by the Service Provider at its standard hourly rates and shall be payable by the Licensee within 7 days of invoice, except where charging for any of the access, information or assistance covered in this section is prohibited by Data Protection Law.

9. INTERNATIONAL TRANSFERS

9.1. At the request of the Licensee, the Service Provider confirms that in connection with the provision of the AHI Services, End-User Data will only be processed within the geometric proximity of the End-User's public IP address i.e. where the End-User's request (to use the service) originates from a location in Europe, their request will be processed by the AWS located in Europe. For clarity and the purposes of this DPA, the Licensee has requested all End-User Data be processed within the EU. Please refer to Schedule 2 for the AWS Cloud location specified.

9.2. The Licensee acknowledges and agrees that in connection to providing support services to the Licensee, End-User Data will only be transferred to, or accessible by, AHI personnel based in Australia or sub-processer NuraLogix, documented in Schedule 2 – Sub Processors in Canada, for the provision of support services.

9.3. The Service Provider may transfer 'personal information' for the purposes of the *Australian Privacy Act 1988* (Cth) to the relevant region provided that it complies with Australian Privacy Principle 8 (Cross-border disclosure of personal information).

9.4. The Service Provider will also adhere to any other applicable Data Protection Law when transferring Personal Data internationally.

10. DELETION & DEIDENTIFICATION OF DATA

10.1. Subject as set out at clause 10.2, the Service Provider shall, at the request of the Licensee, delete all End User Data (unless retention of End User Data is required by law, in which case the Service Provider shall inform the Licensee of such requirement in writing) or return it to the Licensee (in the format reasonably requested by the Licensee) within a reasonable time after the earlier of the following:

10.1.1. termination of the Master Services Agreement; or

10.1.2. where processing of that End User Data is no longer required for the performance of the Service Provider's obligations under this DPA or the Master Services Agreement.

10.2. Before deleting or returning End User Data to the Licensee in accordance with clause 10.1, the Service Provider shall be permitted to anonymise and aggregate End User Data such that it fully ceases to include Personal Data ("Deidentified Data") and to keep and use the Deidentified Data for the purposes of improving and developing the AHI Services following termination of the Master Services Agreement and this DPA.

11. GENERAL

11.1. Amendment: This DPA represents the entire agreement between the parties with respect to its subject matter and may not be amended except by a written document executed by the parties. Notwithstanding the foregoing provisions of this paragraph, the Service Provider may amend this DPA by written notice to the Licensee ("Amendment Notice") if and to the extent the amendment is necessary to comply with Data Protection Laws or any amendments made to them, or the requirements of any applicable supervisory, government or regulatory authority. If the Licensee does not agree with any Amendment Notice, it must notify the Service Provider by written notice of that fact within 7 days of the date of the Amendment Notice ("Objection Notice"). If the parties are unable to resolve the objection within 7 days from the date of the Objection Notice ("Dispute Resolution Period"), either party may terminate this DPA for its convenience by written notice within 7 days of the expiry of the Dispute Resolution Period.

11.2. Assignment: Neither party may assign, transfer, licence or novate its rights or obligations under this DPA without the prior written Consent of the other party.

11.3. Severability: If any provision of this DPA is deemed invalid by a court of competent jurisdiction, the remainder of this DPA shall remain enforceable. If a provision of this DPA conflicts with any Data Protection Law affecting the parties' commercial relationship, that provision will be severed and the remainder of this will remain enforceable.

11.4. Relationship: The parties are independent contractors and this DPA does not create any relationship of partnership, joint venture, or employer and employee or otherwise.

11.5. Counterparts: This DPA may be executed in counterparts provided that no binding agreement shall be reached until the executed counterparts are exchanged.

11.6. Entire Agreement: This DPA and any terms implied herein by any applicable Data Protection Laws constitute the entire agreement between the parties and to the extent possible by law, supersedes all prior understandings, representations, arrangements and agreements between the parties, regarding its subject matter.

11.7. Applicable Law: This DPA will be governed by and construed in accordance with the law of the Master Services Agreement. To the extent this Data Processing Agreement is inconsistent with any other provision of the Master Services Agreement, this Master Services Agreement shall prevail.

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SCHEDULE 1: SECURITY MEASURES

The Service Provider has implemented the following technical and organisational security measures:

- Information security policies and related procedures
- Staff security awareness straining
- Security and data protection obligation in staff contracts of employment
- Identity and access management measures including identity verification, multi-factor authentication and authorisation processes in respect of all computer systems
- Anti-malware software, email web filtering and security detection and protection software.
- Physical security measures at all buildings and offices, include door and window locks, filing cabinet locks and visitor access management controls.
- Security assurance activities including internal and external security auditing.
- Network boundary protection controls, including firewalls
- Security testing including penetration testing of software developed by the Service Provider (including the AHI software development kit or 'SDK').
- Data backup and archiving supporting by business continuity and IT disaster recovery plans.
- Where necessary, taking in to account the state of the art, the costs of implementation and the nature, scope, content and purpose of the processing, pseudonymisation and/or encryption of Personal Data.

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SCHEDULE 2: SUB-PROCESSORS

The following sub-processors are authorised by the Licensee to End-User Data:

Sub-Processor	Purpose	Location
NuraLogix Corporation ("NuraLogix")	Face Scan processing Services	Canada*
Amazon Web Services	Public Cloud Services	Frankfurt
Itoc Pty Ltd	24x7 Monitoring of the AHI Platform	Australia

* Please refer to clause 9.2 above.

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SCHEDULE 3: NATURE, MEANS & PURPOSES OF PROCESSING

Part A: Overview

The Service Provider Processes End-User Data on behalf of the Licensee for the purpose of providing smartphone and cloud based digital biometric processing services.

The Service Provider processes:

- Face Scan Data to calculate heart rate, irregular heartbeats, breathing, blood pressure, heart rate variability, and cardiac workload information, as well as provide support to End Users.
- Body Scan Data to calculate digital anthropometric circumference measurements, body composition information (such as body fat %), and to provide support to End Users.

The AHI Platform is hosted on the Amazon Web Services (AWS) cloud platform.

AHI regularly test our SDK for vulnerability to Open Web Application Security Project standards by independent security experts.

BodyScan

All BodyScan data processing happens on-device. No End-User images or videos ever leave their device, as all measurements are processed on-device.

To process and return Body Scan results, no Personally Identifiable Information leaves the End-User's device.

FaceScan

FaceScan data is processed on AWS cloud.

The processing of the End-User's data is based on the geographic proximity of the End-User's public IP address. When the End-User requests a FaceScan, if they are located in the EU, the request will be processed in the EU (Frankfurt) located AWS. The signals (facial blood flow data) are extracted from the FaceScan video and encrypted at rest and on transmission.

All Personally Identifiable Information is deleted after processing.

The diagram at Part B (image below) shows the AHI Platform architecture as of the commencement date of this DPA.

Part B: Architecture

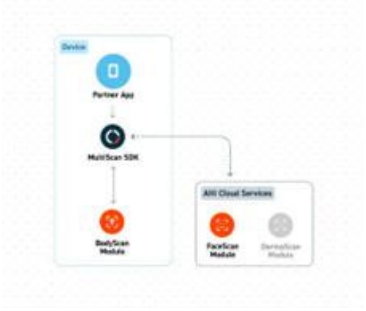

Exhibit 4.38

Master Services Agreement

AHI-FORM-0024 v2

This document is confidential and contains trade secrets of Advanced Human Imaging Limited. Unauthorised disclosure, duplication or use of any part of this document without the prior written consent of Advanced Human Imaging Limited is strictly prohibited.

Commercial Details

1. Our Details	Name and ABN	Advanced Human Imaging Limited ABN 85 602 111 115 (**we**, **us**, **our**)		
	Office Address	Unit 5, 71-73 South Perth Esplanade, South Perth WA 6151 Australia		
2. Client Details	Name and Business / Company Number	**Vertica Health Pty Ltd** of **Registration: 2020/170054/07** (**you**, **your**)		
	Office Address	1st Floor De Wetshof Building, Stellenbosch, South Africa		
3. Your App	Software Product / App Details	StayHealthY		
4. Contract Details	Master Services Agreement Number	AHI010028		
5. AHI SDKs	Product	Components		Included?
	Multi-Scan iOS & Android Software Development Kits (SDKs)	■ Body Circumference measurements ■ Face Scan measurements		Yes Yes
6. Data Processing	Applicable Data Processing Agreement	Data Processing Agreement – BodyScan and FaceScan		
7. Professional Services to be provided by us	Implementation Support Services (for integration of the Licensed SDKs into Your App)	During the 60 day period from the Commencement Date, the following Implementation Support Services will be made available to you for no additional charge after initial SDK hand over meeting: (a) up to a total of 16 hours of software developer time requested by you to support and assist your development team in undertaking Product Integration; (b) up to a total of 100 Support Requests in respect of Measurement Errors. We are not required to provide any other Implementation Services except as may be set out in an Implementation Plan.		
	Training Services	Yes	Up to 4 hours of internet/phone-based training on the SDKs	
	Software Development	No		
	Consulting Services	No		
	Support Services	Yes	Support Hours: 9:00 am – 5:00 pm AWST on Business Days	
8. Term	Commencement Date	This Agreement will commence on 1 April 2022		
	Initial Term	24 months commencing on the Commencement Date		
9. Key Contacts	Our Contact Details	Name:	Kevin Baum	
		Telephone:	+61 478 435 719	
		Email:	Kevin.baum@advancedhumanimaging.com	
	Your Project Manager	Name:	Alida Fonfani	
		Telephone:	+27 72 536 7808	
		Email:	Alida@verticahealth.com	

Acceptance

By signing below, you and us each agree to (1) the Commercial Details set out above together with the attached (2) Fee Schedule; (3) Terms and Conditions; (4) Service Level Agreement; and (5) the applicable Data Processing Agreement referred to above.

/s/ Dr. Katherine Iscoe	/s/ Dylan Garnett
Dr. Katherine Iscoe	Dylan Garnett
CEO, Advanced Human Imaging Ltd	Founder, Vertica Health
Date: 04/07/2022	Date: 04/07/

Fee Schedule

User Fees	
Fee Type	Description
User Fees	User Fees are payable based on pricing indicators in **Schedule 2 – User Fees**. An **Active User** is one that accesses the AHI technology serving functionality in Your App at any time in the relevant month. The price per month, per user pricing is incrementally tier based, and requires you to pay the per month, per user price for the first tier, then the per month, per user price for the second tier and so on. As per Binding Term Sheet Clause 3; b) Once the Product Integration is complete, the Customer agrees to use its best efforts to promote the use and commercialisation as defined below of the AHI Platform to existing and new platform partners. c) The Customer undertake to deliver 5 medical schemes with an audience of approximately 3 million adults collectively. The Customer plans to launch the first 4 listed schemes during 2022/23 with the first scheme targeting for launch in September 2022; i) Bonitas Medical Fund ("Bonitas") – September 2022 ii) Polmed (Police Medical Aid) – TBC (2022) iii) FedHealth – TBC (2022) iv) NedBank – TBC (2022) v) GEMS (Government Employee Medical Scheme) – TBC (2023) 7 April 2022: Pricing has been clarified as per **Annexure B - Pricing Table** which has been attached to this signed MSA as the final page. /s/ Dr. Katherine lscoe Dr. Katherine lscoe /s/ Dylan Garnett Dylan Garnett d) The Customer is aiming for a 1.3% uptake in the first year for the first medical scheme (Bonitas). Each medical scheme will have the option to either purchase a minimum block of 15,000 scans for the first year, at US$6.75 per scan, or alternatively pay a minimum of $7.50 per scan on a pay-per-scan basis. e) Once a medical scheme has utlised their block of 15,000 scans, scans will be priced at a minimum of $7.50 per scan for the remainder of that year for that medical scheme. The Parties agree that the pricing model for use of the AHI Platform will be as set out in **Schedule 2** (Pricing Model and License Fee) or as mutually agreed between the parties. f) The revenue split between parties as listed in **Schedule 2**.

Services Fees

Service	Description	Price (Excl. GST)*		Payment Terms
Support Services	Incident Support as specified in the SLA.	As per the Level 2 & Level 3 Support Hourly Rates set out below for Ad Hoc Services, per staff member required, where the request type is Incident.		Payable to us on a monthly basis in arrears.
	Measurement Support as specified in the SLA.	$100 per Support Request where the request type is Measurement Support.		Payable to us on a monthly basis in arrears.
Consulting Services	Consulting services that we may agree to provide.	At the rates set out below under "Ad Hoc Services".		Payable to us on a monthly basis in arrears.
Training Services	Training in respect of the SDKs as specified in clause 17 of the enclosed Terms and Conditions.			Payable to us on a monthly basis in arrears.
Ad Hoc Services	Time spent providing any services to you for which there is no other rate specified in this Agreement.	Service Type	Hourly Rate	Payable to us on a monthly basis in arrears.
		Level 1 Technical Support Training	$150	
		First 20 Support Requests per month for Measurement Support	No additional charge	
		Additional Measurement Support+	$100 per request	
		Level 2 Support+	$200	
		Level 3 Support+	$250	
		Quality Assurance consultation	$190	
		Senior Architect consultation	$250	
		Design (UX/UI) consultation	$220	
		Other	[insert]	

* All amounts are in Australian Dollars unless specified otherwise.
\+ Only payable where a defect or error does not cause the Support Request in the Licensed SDK.

Terms and Conditions

1. Term

1.1. This Agreement will commence on the Commencement Date and will continue for the Initial Term, subject to earlier termination by either party in accordance with this Agreement. Upon expiry of the Initial Term, this Agreement will automatically extend for subsequent consecutive periods each of equivalent length to the Initial Term (each, a **Renewal Term**) until and unless either party notifies the other party in writing of its intent not to renew the Agreement at least thirty (30) days prior to the expiry of the Initial Term or the then current Renewal Term (as applicable) (time being of the essence), in which case if such notice is provided the Agreement shall terminate at the end of the Initial Term or then current Renewal Term (as applicable).

2. Non-exclusive relationship

2.1. The relationship between you and us pursuant to this Agreement is non-exclusive. Nothing in this Agreement will prevent us from supplying any goods or services to any third party in our absolute discretion.

3. Priority

3.1. If any two of the following documents of this Agreement are inconsistent, they will be interpreted in the following order of precedence (highest to lowest):

(a) the terms and conditions in clauses 1 - 28 of these Terms and Conditions;

(b) the SLA;

(c) the Commercial Details;

(d) the Fee Schedule.

3.2. To the extent of any inconsistency between the provisions of the Data Processing Agreement and this Agreement, this Agreement will prevail, except where inconsistent with the Privacy Act, the GDPR or any other applicable data protection laws (collectively, "**Data Protection Laws**") in which case the provisions of the relevant Data Protection Laws will prevail.

4. Change Control

4.1. If either you or we wish to change any part of this Agreement (**Requesting Party**), the Requesting Party shall deliver a written notice to the other party pursuant to clause 25 setting out the details of the requested change (**Change Request**).

4.2. If you issue a Change Request, we will, if we consider that we can accommodate the Change Request, provide you with a written proposal (**Change Proposal**) setting out:

(a) the likely time required to implement the changes;

(b) any variations to the Fees arising from the changes; and

(c) any consequential variation to the Agreement required by us.

4.3. No change to this Agreement shall be effective unless the change is implemented pursuant to this clause 4 or the change is otherwise agreed in writing by the parties.

5. Integration of the Licensed SDKs into Your App

5.1. You must carry out Product Integration as per **Schedule 3 – Product Integration** (inserted from the Binding Term Sheet), but in any event no later than 240 days for the first listed medical scheme, following the Commencement Date of this Master Services Agreement.

5.2. We have no obligation to provide Implementation Services except to the extent we agree to do so in a separately agreed upon Implementation Plan.

5.3. If there is an Implementation Plan:

(a) we will provide the Implementation Services specified in an Implementation Plan (if any) (**Implementation Services**) within any timeframes for performing the Implementation Services set out therein; and

(b) you will comply with your obligations under the Implementation Plan.

5.4. Except where otherwise agreed in writing by us, all Product Integration costs shall be borne by you.

5.5. You must provide all cooperation, access to Personnel and information reasonably required by us to perform Implementation Services.

5.6. AHI will conduct a quality assurance test prior to the target go-live date (timeframe is estimated between 3-5 days) to verify that the Licensed SDKs have been properly integrated into Your App.

5.7. If Product Integration has not been completed in accordance with clause 5.1 due to your non-compliance with the Implementation Plan, the Documentation, any incompatibility or defect in or with Your App, or due to any other factor (other than our non-performance of the Integration Services) then without limiting any other provisions of this Agreement, you must promptly (and in any event, within 30 days of written request by us) do everything required to complete Product Integration.

6. Licence

6.1. Subject to clause 6.3 and your compliance with this Agreement, we hereby grant you:

(a) a non-exclusive, non-assignable, non-sublicensable, non-transferable licence exercisable by and through your employees and Authorised Third Party Developers, to incorporate the Licensed SDKs into Your App for Product Integration in accordance with the Documentation and any applicable Implementation Plan; and

(b) a non-exclusive, non-assignable, non-sublicensable, non- transferable worldwide licence exercisable by and through your Users, to use the Licensed SDKs in the form integrated into Your App during Product Integration, subject to the Documentation

(collectively, the **Licence**).

6.2. You must not use the Licensed SDKs in any way other than pursuant to the Licence.

6.3. Any parts of the Licensed SDKs that are Open Source Software are subject to the applicable Open Source Licence. All applicable Open Source Licenses and the components of the Licensed SDKs that are governed by them are documented in the *AHI MultiScan SDK Open Source Licences List* which is a separate document available from us upon your request.

6.4. You must not commit, permit or otherwise authorise the commission of any act that would or might invalidate or be inconsistent with our Intellectual Property Rights.

6.5. Without limiting clause 6.4, you must not and must not permit any person, including any User or Third Party Developer, to:

(a) resell, on-sell, assign or transfer the Licensed SDKs or purport to do so;

(b) license, sublicense, or provide others with access to, the Licensed SDKs (however, you may license your End Users to use the Licensed SDKs on a non-exclusive, non-assignable, non- transferrable, non-sublicensable, revocable basis solely for them to use the Licensed SDKs from within Your App in the usual course of operating Your App as an end user);

(c) “frame”, “mirror” or serve any of the Licensed SDKs on any web server or other computer server over the internet or any other network;

(d) copy, alter, modify, adapt, create derivative works from, reproduce, distribute, resell, transfer to a third party, reverse assemble, disassemble, reverse engineer, decompile, reverse compile or enhance the Licensed SDKs (except as may be expressly permitted by applicable copyright law);

(e) store, transmit or distribute, or permit the storage, transmission or distribution of, any virus or Your Data or other material using any Licensed SDKs that is unlawful, harmful, threatening, defamatory, infringing, offensive or in breach of any person’s rights or Applicable Law;

(f) use any Licensed SDKs in any way which is in breach of any right of any person or any Applicable Law;

(g) use the Licensed SDKs or any part of them (or allow them to be used) (including any component of any graphical user interface or the look and feel of the Licensed SDKs) to develop, or contribute to the development of, any software or product competitive with the Licensed SDKs;

(h) alter, remove or tamper with any trade marks, patent or copyright notices, confidentiality legend or notice, any numbers or other means of identification used on or in relation to the Licensed SDKs;

(i) use the Licensed SDKs to violate all or any legal rights of any person or company or other entity in any jurisdiction; or

(j) introduce malicious programs into the AHI Platform (e.g., viruses, worms, Trojan horses, e-mail bombs).

6.6. You must:

(a) not permit a Third Party Developer to use the Licensed SDKs unless they are an Authorised Third Party Developer; and/or

(b) ensure that your Authorised Third Party Developers only use the Licensed SDKs to incorporate the Licensed SDKs into Your App for Product Integration in accordance with the Documentation and any applicable Implementation Plan.

6.7. You acknowledge that the integrity of the Licensed SDKs is protected by technical protection measures (**TPMs**) to prevent Intellectual Property Rights, including copyright, in the Licensed SDKs from being misappropriated. You must not attempt in any way to remove or circumvent any TPM in the Licensed SDKs.

7. Licensed SDK versions and support

7.1. During the Term, we may release updates of the Licensed SDKs (**Update**). We will not charge you any fee to provide you with any Updates.

7.2. AHI will provide Support Services in respect of the Licensed SDK during the Term until such time we deem an Update is required. In the event an Update is required, you will be notified and provided a 6-month grace period to accept the Update, and upon expiry of that period you will not be able to use any previous version.

7.3. The provisions of this Agreement that apply to the Licensed SDKs will apply equally to any Updates that we provide to you.

8. The AHI Platform

8.1. We will configure the AHI Platform within the 20 Business Day period after completion of Product Integration to enable Your App to make calls to the AHI Platform via the Licensed SDKs (**AHI Platform Configuration**).

8.2. Following Platform Configuration we undertake to use reasonable endeavours to arrange the hosting of the AHI Platform during the Term in accordance with the Availability Target set out in the SLA.

8.3. Any failure by us to meet the Availability Target shall not constitute a breach of this Agreement.

9. Risk Inference Reference Information

9.1. Any Risk Inference Reference Information that you may obtain from the AHI Platform is general in nature and does not constitute our advice or recommendations and may be obtained from third parties.

9.2. In respect of any Risk Inference Reference Information that you or an End User may obtain from the AHI Platform and/or via the use of the Licensed SDKs, we do not represent or warrant:

(a) the accuracy or correctness of such Risk Inference Reference Information; or

(b) the relevance or suitability of such Risk Inference Reference Information to you, Your App or any User.

9.3. You must independently verify that any Risk Inference Reference Information that you or an End User obtains from the AHI Platform and/or use of the Licensed SDKs is accurate, correct, relevant and suitable before it is relied upon by you, your Personnel, Your App or any User.

9.4. The information provided by the AHI Platform and the Licensed SDKs does not constitute medical advice and we do not provide health diagnoses of any kind.

9.5. We do not provide, nor do we represent that we provide, any medical advice or health diagnoses. Further, we do not represent or warrant that any use of the AHI Platform or the Licensed SDKs will result in the diagnosis, detection, treatment, cure or prevention of any medical disorder, illness or condition.

9.6. You:

(a) agree that you have assessed the AHI Platform and the Licensed SDKs as being suitable for your and your Users' requirements;

(b) agree that to the maximum extent permitted by Law, you use the AHI Platform and the Licensed SDKs at your sole risk; and

(c) hereby irrevocably release us from and against any claims that you might otherwise have against us in connection with any:

(i) Risk Inference Reference Information; and

(ii) other information,

that you, your Personnel, Your App or any End User may receive directly or indirectly from the AHI Platform, the Licensed SDKs or Your App.

9.7. As between you and us, you are solely responsible for:

(a) any healthcare or medical advice, treatment plans, suggestions, exercises and regimes that you provide or recommend to any User;

(b) the accuracy, efficacy and results of any health information (including to the extent that any information from the AHI Platform and/or the SDKs constitutes health information) and advice, and for any clinical reports, health assessments, health care plans, treatment plans, clinical advice, suggestions, exercises, regimes, recommendations, services, clinical or remedial procedures, prescriptions and health services that you provide to any person (individually, a "**Healthcare Service**" and collectively, "**Healthcare Services**"), and for any claims arising in connection with any Healthcare Service that you supply or fail to supply.

9.8. You must indemnify us in respect of any loss and/or damage that we incur in respect of any claim in connection with any Healthcare Service that you provide or fail to provide to any person.

9.9. We do not provide, or represent that we provide, any Healthcare Service and we are not a party to any contract for the provision or receipt of any Healthcare Service. Further, we do not represent or warrant that the AHI Platform and/or the Licensed SDKs or any Users' use of any information generated or provided by them will result in the diagnosis, cure or prevention of any medical disorder or illness or that they are suitable for any End User's specific requirements.

10. Ownership and use of Your Data

10.1. As between you and us, you own all Intellectual Property Rights in Your Data.

10.2. You license us and our suppliers on a non-exclusive, non- transferable, royalty-free basis throughout the Term to use Your Data to provide the Services to you (**Data Licence**). The Data Licence is irrevocable and non-terminable during the Term.

10.3. We shall not be responsible for any loss, destruction, alteration or unauthorised disclosure of any Your Data, except in relation to liability that cannot lawfully be excluded or where caused by our wilful misconduct or intentional misuse of Your Data.

10.4. You warrant and represent that:

(a) Your Data and the collection, processing, storage and/or disclosure of it by us as part of the Services or as otherwise required by Applicable Law will not breach any Applicable Law or right of any person; and

(a) you will ensure at all applicable times that the use, hosting, transmission, modification, processing, collection, holding and disclosure of Your Data via the Licensed SDKs or the AHI Platform does not breach any Applicable Law or any person's rights, and that all relevant consents have been obtained by you as lawfully required for us and our personnel to collect, hold, disclose and otherwise process any Personal Data in the course of performing our obligations or exercising our rights under the Agreement or pursuant to Applicable Law.

10.5. As between you and us, you are solely responsible for the accuracy, legality and quality of all Your Data, for any claims arising in respect of Your Data and for obtaining any permissions, consents, licences, rights and authorisations necessary for us and our suppliers to use, host, modify, hold, transmit, process, store and disclose Your Data in connection with this Agreement.

10.6. If we receive a request from any person for the provision of Personal Data in any Your Data we will forward a copy of the request to you, unless Applicable Law prohibits us from doing so, and you must provide all assistance that we require to comply with our legal obligations in connection with any such request.

10.7. You must indemnify us in respect of any loss and damage that we incur in respect of any claim that any Your Data is lost, unavailable, deleted or corrupted or that the transmission, storage, hosting, disclosure, access or use of Your Data by us or our suppliers, or the processing thereof by us or them, for the proposes of this Agreement, infringes the Intellectual Property Rights or other rights of any person or breaches any Applicable Law, except to the extend caused by our breach of this Agreement.

11. Intellectual Property Rights

11.1. Nothing in this Agreement affects the ownership of any Intellectual Property Rights owned by either party prior to the Commencement Date.

11.2. As between you and us, we own all Intellectual Property Rights in the Licensed SDKs (other than Open Source Software), the AHI Platform and the Documentation, and any updates, upgrades, new versions, and other modifications of the Licensed SDKs, AHI Platform and Documentation. You must not represent that you own the Licensed SDKs, AHI Platform or Documentation or any updates, upgrades, new versions and other modifications of the Licensed SDKs, AHI Platform and/or the Documentation.

11.3. Except as expressly stated herein, this Agreement does not grant you or any third party any rights to or in patents, copyright, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other Intellectual Property Rights or other rights or licences in respect of the Licensed SDKs, AHI Platform or the Documentation.

11.4. You must not directly or indirectly do anything that would or might invalidate, jeopardise, limit, interfere with or put in dispute our or our licensors' ownership in or rights with respect to the Licensed SDKs, AHI Platform or Documentation.

11.5. You may not do or authorise the commission of any act that would or might invalidate or be inconsistent with our or our licensors' Intellectual Property Rights in the Licensed SDKs, the AHI Platform or any Documentation.

11.6. You hereby assign to us all and any Intellectual Property rights that you may have in all and any comments in connection with the Licensed SDKs, the AHI Platform or requests for any new Licensed SDK or AHI Platform features that you or your officers, employees or agents may suggest or create (each, an **Improvement Suggestion**). Each Improvement Suggestion becomes our sole and exclusive property. This assignment is effective as soon as you or your officers, employees, and agents create any Improvement Suggestion or disclose an Improvement Suggestion to us including where applicable under section 197 of the *Copyright Act 1968* (Cth) and in equity. You must execute and procure from your officers, employees and agents the execution of any documentation reasonably required by us to give effect to: (a) the assignment to us of all Intellectual Property Rights that they may have in any Improvement Suggestions; and (b) a waiver for us and any third parties authorised by us to exploit any Moral Rights that they may have in any Improvement Suggestions.

11.7. You must not:

(a) use any of our trade marks or other marks (collectively, **Marks)** without our prior written consent; or

(b) contest any Mark, apply for registration of any Mark or use or apply for registration of any trade mark, trade name, business name, company name or domain name that incorporates any element that is confusingly similar to any Mark.

11.8. Except as expressly provided in this Agreement, you have no rights in respect of any Marks or their associated goodwill. You hereby acknowledge that all such rights and goodwill inure for the benefit of, and are (and will remain) vested in, us.

11.9. We will indemnify you from and against any liability, loss, damage and reasonable costs arising out of any proceeding brought by any third party alleging that you are infringing that third party's Intellectual Property Rights by using the Licensed SDKs in accordance with the Licence (**IP Claim**), provided that:

(a) you notify us immediately upon receipt by you of notice of any IP Claim or upon you suspecting or having reasonable cause to suspect that such an IP Claim may be made;

(b) you do not make any admission or settlement of any IP Claim without our prior written consent;

(c) you give us sole control of the defence and any negotiations for compromise; and

(d) you provide such assistance in connection with the IP Claim, as we may require.

11.10. If the Licensed SDKs becomes the subject of any IP Claim, you must permit us if, and as we consider appropriate:

(a) to replace all or part of the Licensed SDKs with functionally equivalent software;

(b) to modify the Licensed SDKs as necessary to avoid such claim; and/or

(c) to procure a licence from the relevant complainant to allow you to continue using the Licensed SDKs for the balance of the Term.

11.11. If in the above circumstances we are unable to procure for you the right to continue using the Licensed SDKs, or to provide you with functionally equivalent non-infringing software, or to modify the Licensed SDKs, as necessary to avoid the IP Claim, this Agreement and the Licence may be terminated by us.

11.12. Notwithstanding any other provisions of this Agreement, we shall have no liability for or in connection with any IP Claim if such claim is caused by or arises out of:

(a) your use of the Licensed SDKs in combination with software or hardware not supplied or approved in writing by us if such infringement could have been avoided by not combining, operating or using the Licensed SDKs with such software and/or hardware;

(b) any modification of the Licensed SDKs created by any person other than us;

(c) code or content in Your App or the integration of the Licensed SDKs into Your App;

(d) Your Data or any other content or data used or transmitted by, you, your Personnel or any End User;

(e) use of the Licensed SDKs knowingly in breach of any person's rights; or

(f) your breach of any Open Source Licence or this Agreement.

11.13. As between you and us, you, and not us, shall be solely liable for any claims made by any third party in connection with any of the matters referred to in clause 11.12 (a) – (f) and you must indemnify us from and against any liability, loss, damage and reasonable costs arising out of any of those matters.

12. Confidentiality

12.1. Each party (the **first party**) agrees and acknowledges that it may receive information of the other party marked as confidential or has the quality of confidential information during the Term of this Agreement (**Confidential Information**).

12.2. The first party agrees and acknowledges that the Confidential Information of the other party will be received and held by the first party in strict confidence and will not be disclosed by the first party, except:

(a) as required to perform its obligations under this Agreement;

(b) with the prior written consent of the other party;

(c) as must be disclosed by Applicable Law;

(d) where disclosed to its Personnel on a confidential basis;

(e) as required by the rules of any stock exchange; or

(f) as required by a court of competent jurisdiction, and then, only to the extent required, and provided that the first party promptly notifies the other party of such requirement of disclosure and provides full particulars to the other party of the disclosure.

12.3. The first party must use reasonable endeavours to ensure that its Personnel keep the other party's Confidential Information that the first party provides to its Personnel confidential.

12.4. Confidential Information does not include any information:

(a) that is independently developed, obtained or known by the first party, without relying on confidential information received by the first party from the other party;

(b) that the first party can prove was already rightfully known by it at the time of disclosure to it as shown by contemporaneous records;

(c) which is or becomes available to the first party from a third party lawfully in possession of such information and who has the lawful power to disclose such information to the first party on a non-confidential basis; or

(d) that is in the public domain or becomes part of the public domain except where due to a breach of this Agreement or any breach of any obligation of confidence.

12.5. Our Confidential Information includes:

(a) this Agreement;

(b) all parts of the Licensed SDKs and the AHI Platform (including any designs, graphical user interface, the layout of any elements of the Licensed SDKs, the AHI Platform and the look and feel of the Licensed SDKs, the AHI Platform and any Custom Software);

(c) the Documentation;

(d) all Intellectual Property Rights and any proprietary and technical data, trade secrets, patented and unpatented inventions, discoveries, works, improvements, innovations, ideas, concepts, graphs, flow charts, materials, samples, devices, models, know how, techniques, operations, dealings, processes, procedures, secret formula, computer hardware and software programs and designs, drawings, technology, machinery or equipment used or proposed to be used or developed in connection with the Licensed SDKs;

(e) all advertising and marketing information and material provided by us to you; and

(f) the Object Code and Source Code in the Liensed SDKs and AHI Platform,

(collectively, **AHI Confidential Information**).

12.6. The AHI Confidential Information is not your Confidential Information and you must not use, modify, reproduce, release, perform, display or disclose it except as is strictly necessary for you to use the Licensed SDKs in accordance with the Licence.

12.7. You agree that our business involves, among other activities, entering into transactions with third parties who license us to use their software or technology that we use to provide smartphone-based human scanning technology via the Licensed SDKs (**technology licensors**). You irrevocably agree and warrant that you will not, without our prior written consent, during the Term and for 3 years thereafter directly or indirectly, whether alone, with third parties or on behalf of another person or entity, in any capacity:

(a) contact, solicit, accept an approach from, initiate, submit a request for products and/or services to, communicate with and/or enter into any contracts with, our technology licensors;

(b) bypass us by entering into any licence or other contract with our technology licensors (whether or not introduced by us to you) for the purpose of gaining any benefit, whether such benefit is monetary or otherwise; and/or

(c) attempt and/or assist, conspire with, aid, prepare or assist any third party to do anything referred to in clauses 12.7(a) and/or 12.7(b).

12.8. You must indemnify us for any loss or damage we incur as a result of your breach of clause 12.7.

12.9. You acknowledge that clause 12.7 is reasonable and necessary to protect our interests and that a breach of clause 12.7 will expose us to substantial loss and damage and that damages may be inadequate to protect our interests. We shall be entitled to seek and obtain injunctive relief or any other remedy in respect of an actual or potential breach by you of clause 12.7. You shall in good faith immediately upon our request, provide access to any documents and information necessary for us to investigate whether a breach of clause 12.7 has occurred.

13. Fees and Payment Terms

13.1. You must pay the Fees to us in accordance with the Payment Terms.

13.2. The Fees are exclusive of GST and you agree to pay to us all applicable GST that we incur in connection with this Agreement. You must pay all applicable GST, at the same time as the Fees, in accordance with the Payment Terms.

13.3. If you fail to make any payment due to us for any undisputed amounts under this Agreement by the due date for payment, then, without limiting our remedies, you shall pay interest on the overdue amount at the rate of 10% per annum (or if such rate is not permitted under Applicable Law, the highest rate of interest that may be charged under Applicable Law). Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment and you shall pay the interest together with the overdue amount upon demand by us.

13.4. If we have not received payment of any Fees by the due date in accordance with the Payment Terms, then without prejudice to any of our other rights and remedies, we may, without liability to you, suspend the operation of the Licensed SDKs, the AHI Platform and/or all or any part of our obligations under the Agreement.

14. Fee Disputes

14.1. If you, acting reasonably, dispute an amount invoiced by us, you:

(a) must pay the undisputed amount of the invoice by the due date;

(b) must notify us of the dispute and the reasons for the dispute within 7 days of receipt of the invoice; and

(c) may withhold payment of the disputed part of the invoice until the dispute is resolved in accordance with clause 26 (Dispute Resolution).

14.2. On resolution of the dispute in our favor, you must pay any additional amounts agreed or determined to be payable, plus interest at the rate of 10% per annum (or if such rate is not permitted under Applicable Law, the highest rate of interest that may be charged under Applicable Law), accruing daily from the date when the invoiced amount was due for payment until the date on which payment is made.

14.3. You shall pay all legal and debt collection fees, costs and disbursements incurred by us in enforcing your payment obligations under this Agreement.

14.4. You must not withhold payment of any Fees except any Fees that are disputed under clause 14.1.

15. Professional Services

15.1. We have no obligation to provide any professional services under this Agreement except as set out in the Commercial Details.

16. Support Services

16.1. We will provide the Support Services in relation to the Licensed SDKs, subject to the provisions of the Service Level Agreement.

17. Training Services

17.1. We will provide you with the allocated number of hours of online-based training set out in the Commercial Details in the use of the Licensed SDKs.

17.2. The start date of the Training Services will be determined by you and us.

17.3. If Training Services are to be provided on your premises, you will be responsible for all reasonable costs and expenses of our Personnel and all trainees in connection with travel to and attendance at the training, including with respect to accommodation, meals and transport (**Expenses**). You must reimburse us for all Expenses that we incur within twenty-eight (28) days of the date of any invoice we issue to you for any Expenses.

18. Software Development Services

18.1. We have no obligation to provide any software development services under this Agreement unless you and we execute a Statement of Work specifying the software development services to be provided and the software to be developed (**Custom Software**).

18.2. You will pay the Fees set out in or referred to in the Statement of Work on a time and materials basis for all time spent carrying out our obligations under this clause 18.

18.3. Except as otherwise agreed in a Statement of Work, we own all Intellectual Property Rights in all Custom Software. To the extent that we do not automatically own all such Intellectual Property Rights, you hereby assign all such Intellectual Property Rights to us. The assignment under this clause 18.3 includes an assignment of future copyright under section 197 of the *Copyright Act 1968* (Cth) and in equity.

18.4. Any Custom Software developed will be subject to the same provisions of the Agreement that apply to Licensed SDKs except as otherwise expressly specified to the contrary in the applicable Custom Development Statement of Work.

19. Third Party Developers

19.1. Under no circumstances may you permit any Third Party Developer to access, download, or use any of the Licensed SDKs or any other product (including Your App) that uses or incorporates any of the Licensed SDKs, unless they are your Third Party Developers who have each entered into a Third Party Developer Licence Agreement.

19.2. You must:

(a) cause each Third Party Developer to enter into a Third Party Developer Licence Agreement with us and provide us with the Third Party Developer Licence Agreement (in the form set out in Annexure A); and

(b) wait for us to approve the Third Party Developer Licence Agreement (in our absolute discretion) and where approved by us, execute the Third Party Developer Licence Agreement,

prior to permitting any Third Party Developer engaged by you to access, download or use any of the Licensed SDKs or Your App which uses or incorporates any of the Licensed SDKs.

19.3. Following our execution of a Third Party Developer Licence Agreement that has been executed by your Third Party Developer, we will provide the fully executed copy to you, and such Third Party Developer shall only from that time be deemed to be an Authorised Third Party Developer.

20. Force Majeure Event

20.1. Each party will not be liable to the other party for any breach of this Agreement to the extent that it is caused or contributed to by a Force Majeure Event.

21. Liability

21.1. Except to the extent that such liability cannot be excluded by Applicable Law, neither party is liable to the other party for any Consequential Loss whether arising in contract, tort (including negligence) or otherwise, and whether the loss or damage is foreseeable or not.

21.2. For any loss or damage that is not otherwise excluded by the provisions of this Agreement, our liability is capped, in the aggregate, to the value of the Fees paid by you under this Agreement, and which cap is reduced to the extent that you or any Force Majeure Event caused or were responsible for such loss or damage.

21.3. You hereby indemnify us in respect of all and any loss and damage incurred by us as a result of any breach by you of your obligations under this Agreement or as a result of Your App infringing the rights of any person or breaching any Applicable Law. You warrant and represent that Your App and all use thereof by us for the purposes of this Agreement, will not infringe the rights of any person or breach any Applicable Law.

21.4. Notwithstanding any other provisions of this Agreement, a party's liability is not limited under the Agreement with respect to:

(a) liability under any indemnity specified in the Agreement;

(b) liability that cannot be limited by law; or

(c) liability for the party's wilful misconduct or intentional breach of the Agreement.

22. Warranties and implied guarantees

22.1. Each party warrants that:

(a) it has full capacity, authority and all necessary consents to enter into and to perform this Agreement and to grant the rights referred to in the Agreement and that the Agreement is executed by its duly authorised representative and represents a binding commitment on it; and

(b) it shall comply with all Applicable Laws in the performance of its obligations under this agreement.

22.2. You warrant that your entering into and/or performance of your obligations under this Agreement does not and will not violate or conflict with or result in a breach of, or constitute a default under, or result in the imposition of, any encumbrance under the provisions of your constitution or any contract or other instrument. If any such conflict, breach or default occurs or is likely to occur:

(a) you must immediately disclose full particulars of the actual and/or likely conflict, breach or default and you must indemnify us for any loss or damage that we may incur as a result thereof; and

(b) we may terminate this Agreement by notice to you.

22.3. You warrant that you have made full disclosure to us of all information which would be material to our decision as to whether or not to enter into this Agreement and that the information given by or on your behalf to us to date is true, complete and accurate in all respects and none of that information is misleading whether by inclusion of misleading information or omission of material information or both.

22.4. The goods and services supplied under this Agreement may come with implied non-excludable guarantees which are regulated by the Australian Consumer Law. The extent of the implied guarantees depends on whether you are a 'consumer' of goods or services within the meaning of that term pursuant to the Australian Consumer Law as amended.

22.5. If the goods or services supplied by us to you are supplied to you as a 'consumer' of goods or services within the meaning of that term in the Australian Consumer Law as amended you will have the benefit of certain non-excludable rights and remedies in respect of the goods or services and nothing in the Agreement excludes or restricts or modifies any condition, warranty, guarantee, right or remedy which pursuant to the *Competition and Consumer Act 2010* (Cth) is so conferred. However, if the goods or services are subject to a non-excludable condition, warranty, guarantee, right or remedy implied by the Australian Consumer Law and the goods or services are not ordinarily acquired for personal, domestic or household use or consumption, then pursuant to section 64A of the Australian Consumer Law, we limit our liability for breach of any such non-excludable warranty, guarantee, right or remedy implied by the Australian Consumer Law (other than a guarantee implied by sections 51, 52 or 53 of the Australian Consumer Law) or expressly given by us to you, in respect of each of the goods and services, at our option, to one or more of the following:

(a) if the breach relates to goods:

(i) the replacement of the goods or the supply of equivalent goods;

(ii) the repair of such goods;

(iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or

(iv) the payment of the cost of having the goods repaired; and

(b) if the breach relates to services:

(i) the supplying of the services again; or

(ii) the payment of the cost of having the services supplied again.

22.6. Other than with respect to any non-excludable guarantees implied into this Agreement under the Australian Consumer Law, to the maximum extent permitted by law (and if permitted by law):

(a) all conditions, warranties and guarantees implied in the Agreement are excluded, to the extent possible by law;

(b) we do not represent that the information obtained via the Licensed SDKs or the AHI Platform is accurate, correct, up-to-date or error free;

(c) we do not warrant that any Licensed SDKs or the AHI Platform are error-free or will operate accurately, correctly or without interruption or will achieve your intended results; and

(d) you accept sole responsibility for the selection of the Licensed SDKs and AHI Platform to achieve your intended results and for any results that you, your Personnel or Users obtain therefrom.

23. Insurance

23.1. Each party will during the Term obtain and maintain the following insurances:

(a) cyber liability and privacy protection insurance in the amount of two million dollars ($2,000,000); and

(b) any other insurance that the party must obtain under Applicable Law.

23.2. For each insurance policy taken out by a party in accordance with this Agreement it will provide the other party (upon request only) with a certificate of currency which identifies the insurer, policy number, term of the policy, type of insurance and limits of liability for the cover.

24. Suspension and Termination

24.1. We may temporarily and/or permanently suspend and/or disable the performance of the whole or any part of any Licensed SDKs, the AHI Platform or Services and/or your Personnel's and Users' access to and use of any Licensed SDKs, the AHI Platform or Services by way of TPM or otherwise if we know or reasonably suspect that:

(a) you are in breach of the Agreement;

(b) any of your Personnel have not used or are not using the Licensed SDKs in compliance with the Licence;

(c) any Authorised Third Party Developer is in breach of the applicable Third Party Developer Licence Agreement; or

(d) we determine that you or any of your Personnel's use of the Licensed SDKs is likely to lead to any third party instituting or threatening legal proceedings against us or any other person.

24.2. A party (the **first party**) may terminate this Agreement by written notice to the other party (the **Defaulting Party**) if the Defaulting Party is in material breach of this Agreement which is not remediable, or if capable of remedy and the Defaulting Party fails to remedy the material breach within seven (7) days of written notice from the first party requiring the remedying of the breach.

24.3. A party may terminate this Agreement by written notice to the other party if the other party suffers an Insolvency Event.

24.4. We may terminate this Agreement, the Licence or our provision of any Services, if:

(a) you undergo a Change of Control without our prior written consent;

(b) you breach, challenge or dispute the validity of any of our Intellectual Property Rights;

(c) you purport to assign any of your rights or novate any of your obligations under this Agreement without our prior written consent;

(d) you breach any Applicable Law or any person's rights; or

(e) a third party provider ceases to provide hardware, software, products, licences or services that we require to comply with our obligations under this Agreement.

24.5. If this Agreement is terminated or expires for any reason:

(a) any rights or obligations that, by their nature, survive termination shall so survive;

(b) you shall promptly return to us all copies of any of our Confidential Information and Documentation in your possession or control, or if required by us, destroy all such copies of our Confidential Information and Documentation;

(c) in the absence of any direction from you within 30 days following termination or expiry of this Agreement, we shall delete all Your Data that remains in our possession or control;

(d) we do not have any obligation to provide you with any refund, except to the extent that we must do so pursuant to Applicable Law;

(e) your right to use and access the Licensed SDKs, the AHI Platform and any Documentation immediately ceases; and

(f) the Licence will immediately terminate.

24.6. If this Agreement is terminated prior to the expiry of the Initial Term or any then current Renewal Term (other than due to our breach of the Agreement), then without prejudice to any of our other rights, you must pay any amounts (collectively, the **Outstanding Amount**) which we calculate or reasonably estimate would have been payable by you under the Agreement for the remainder of the Initial Term (or then current Renewal Term, if applicable) had the Agreement not been terminated. If an Outstanding Amount is payable, we will send you a tax invoice in respect of the Outstanding Amount and you will pay this invoice within twenty eight (28) days. Payment under this clause 24.6 is not intended to be, and will not be punitive and is intended to compensate us for reasonable losses that we will suffer resulting from the early termination of the Agreement.

25. Notices

25.1. All notices required or permitted to be made under this Agreement shall be in writing and may be delivered if: (a) delivered in person; (b) sent by post to the Licensee's postal addresses identified in the Commercial Details; or (c) sent by email to the Licensee's email addresses identified in the Commercial Details. If notice is delivered in person, notice shall be effectively given upon delivery. If notice is sent by post within Australia, notice shall be effectively given the next Business Day after posting if sent by express post, or 6 Business Days after posting if sent by ordinary post. If notice is sent by post internationally, notice shall be effectively given upon the sender receiving confirmation of delivery from the applicable postal service. If notice is sent by email, notice shall be deemed to have been effectively given on the day it is transmitted if the sender receives a read or delivery receipt confirming delivery or receipt of the email or a reply to the email. Any party may change its address for notice hereunder by giving written notice to the other party in accordance with this clause 25.1.

25.2. Text messages, instant messages, messages sent through social media websites, and similar messages are not considered "written" or "in writing" for the purposes of this Agreement.

26. Dispute Resolution

26.1. If a dispute arises between the parties out of or relating to this Agreement (**Dispute**), each party must seek to resolve it strictly in accordance with the provisions of this clause 26. Compliance with the provisions of this clause is a condition precedent to seeking relief in any court in respect of the Dispute, except as otherwise provided in this clause.

26.2. A party seeking to resolve a Dispute must notify the existence and nature of the Dispute to the other party (**Notification**). Upon receipt of a Notification, each party must refer resolution of the Dispute to their chief executives or lawyers.

26.3. If the Dispute has not been resolved within one (1) calendar month of the Notification, then each party will be entitled to pursue such course of action as it determines.

26.4. Nothing in this clause 26 shall limit either party's right to seek urgent interlocutory relief from any court of competent jurisdiction at any time.

27. General

27.1. Assignment: You shall not assign, transfer, license or novate your rights or obligations under this Agreement without our prior written consent. Any such assignment, transfer, license or novation without our prior written consent is void.

27.2. Waiver: No exercise or failure to exercise or delay in exercising any right or remedy by a party shall constitute a waiver by that party of that or any other right or remedy available to it.

27.3. Invalidity: If any provision of this Agreement or its application to any party or circumstance is or becomes invalid or unenforceable to any extent, the remainder of the Agreement and its application shall not be affected and shall remain enforceable to the greatest extent permitted by law.

27.4. Relationship: Nothing contained in this Agreement creates any partnership, employment, joint venture or agency between the parties.

27.5. Entire Agreement: This Agreement is entered into as an agreement. It constitutes the entire agreement of the parties about its subject matter and supersedes all other proposals, prior agreements, oral or written, arrangements, agreements and all other communications between the parties about its subject matter.

27.6. Amendments: This Agreement may be amended only by a written document signed by all parties and a provision of or a right under this Agreement may not be waived or varied except in writing signed by the party to be bound.

27.7. Jurisdiction: This Agreement is governed by the laws in force in Western Australia. Each party irrevocably submits to the jurisdiction of the courts located in New South Wales and/or Western Australia, and the courts of appeal from them in relation to any dispute concerning the Agreement.

27.8. Counterparts: This Agreement may be executed (including via DocuSign or similar) in counterparts provided that no binding agreement shall be reached until the executed counterparts are exchanged. A counterpart of a document exchanged by email shall constitute evidence of the execution of the original.

28. Definitions and interpretation

28.1. In this Agreement, terms in bold font in brackets have the meanings given thereto as set out in the applicable clauses in which they are defined. Any word starting with a capital letter that is not otherwise defined in this document, shall have the meaning given to it in the SLA. In addition, in these Terms and Conditions the following words have the following meanings:

Agreement means: (1) the Commercial Details; (2) the Fee Schedule; (3) these Terms and Conditions; (4) the Service Level Agreement; and (5) the applicable Data Processing Agreement specified in the Commercial Details.

Applicable Law means any applicable act, law, legislation, rule of the general law, including common law and equity, judicial order or consent or requisition from, by or with any governmental agency, including any Data Protection Law in any applicable jurisdiction.

Australian Consumer Law means schedule 2 to the *Competition and Consumer Act 2010* (Cth).

Authorised Third Party Developer means a person who is deemed to be such pursuant to clause 0.

Business Day means any day from Monday to Friday in Western Australia, excluding public and bank holidays in Western Australia.

Business Hours means 9:00 am – 5:00 pm on Business Days.

Change of Control means a change in the beneficial ownership of more than 25% of: (a) the issued share capital of a company; or (b) the legal power to direct or cause the direction of the general management of the company.

Commencement Date means the commencement date specified in the Commercial Details.

Commercial Details means the table of this document under that heading.

Consequential Loss means any Loss that is:

(a) indirect or consequential to another loss;

(b) loss or damage being or caused by a loss of revenue, loss of profits, loss of savings or anticipated savings or business, loss of data, loss of opportunity, loss of goodwill or expectation loss;

(c) a special, punitive or exemplary loss or damage (including, without limitation, any penalty or fine imposed); or

(d) a pure economic loss.

Custom Software has the meaning given to it in clause 18.1.

Data Processing Agreement means the applicable data processing agreement(s) specified in the Commercial Details.

Documentation means any information, materials or documents (whether in electronic form or not) referring to or describing the Licensed SDKs, the AHI Platform and/or Services that we provide to you, including any written specifications, user guides, manuals and explanatory materials.

Fees means the fees, rates and charges that are payable by you to us under this Agreement, as set out in the Fee Schedule or otherwise agreed in writing between you and us.

Force Majeure Event means any act, event, omission, accident or circumstance beyond our reasonable control.

GDPR means the EU General Data Protection Regulation.

GST has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended or replaced from time to time.

Implementation Plan means a written plan agreed in writing between you and us for the integration of the Licensed SDKs with Your App.

Initial Term means the initial term as set out in the Commercial Details.

Insolvency Event means, in respect of a party: (a) the party ceases to carry on business, is unable to pay its debts as and when they fall due, or is deemed to be insolvent or bankrupt; (b) a receiver or a liquidator or provisional liquidator or an administrator is appointed to the party, or an application (including voluntary application filed by that party) is lodged or an order is made or a resolution is passed for the winding up (whether voluntary or compulsory) of that party; (c) where the party is a partnership, the partnership is dissolved or an application is made for its dissolution; (d) the party suspends payment of its debts to the other party, or the party takes the benefit of any law for the relief of insolvent debtors; or (e) anything analogous or having a substantially similar effect to any of the events described in (a) through (d) above occurs under the law of any applicable jurisdiction.

Intellectual Property Rights means all current and future intellectual property rights, including all copyright, patents, trade marks, design rights, trade secrets, domain names, and other rights of a similar nature and all other rights to intellectual property as defined under Article 2 of the Convention Establishing the World Intellectual Property Organization, whether registrable or not and whether registered or not, and any applications for registration or rights to make such an application, anywhere in the World.

Licensed SDKs means the software development kits specified in the Commercial Details, including any new versions, updates, patches, and upgrades. Such SDKs may include: (a) libraries (including any binary libraries); (b) documentation; (c) software; (d) sample code; and (e) other materials supplied by us to you in connection with any such libraries, Documentation and sample code.

Level 1 Technical Support means first level support services including:

(a) providing a suitable mechanism for your Users to be able to report a fault to you in Your App for diagnosis (i.e support hotline, support emails etc); and

(b) basic investigation of faults reported by your Users.

Loss means any direct or indirect loss, cost, expense, penalties, fines, liability or damage including legal costs on a solicitor/client basis and any claim, demand or proceedings brought, or judgment or order obtained, by a third party.

Measurement Error has the meaning given to it in the SLA.

Moral Rights has the meaning given in the *Copyright Act 1968* (Cth).

Object Code means computer code in a form that a computer can execute, when compiled or converted from its Source Code version.

Open Source Licence means the applicable licence that governs Open Source Software.

Open Source Software means any software licensed under any form of open source licence meeting the Open Source Initiative's Open Source Definition (http://www.opensource.org/docs/definition.php).

Parties or **parties** means you and us and Party or party means either you or us as the context dictates.

Payment Terms means any payment terms and conditions set out in the Fee Schedule.

Personal Data has the meaning given in the Data Processing Agreement.

Personnel means officers, agents, employees and subcontractors (excluding any Third Party Developer and Authorised Third Party Developer). We are not your Personnel and you are not our Personnel for the purposes of this definition.

Privacy Act means the *Privacy Act 1988* (Cth).

Product Integration means the process of integrating the Licensed SDKs into Your App(s).

Risk Inference Reference Information means health risk information derived from applying a specific risk study to a set of scan results produced by the Licensed SDKs.

Scheduled Outage means any downtime of the AHI Platform scheduled by us or any of our suppliers in advance with respect to the hosting of the AHI Platform.

Service Level Agreement or **SLA** means the document entitled "Service Level Agreement (SLA)" attached to this MSA.

Services means the Implementation Services, Support Services (as that term is defined in the SLA), the Training Services, the processing of Your Data by the AHI Platform and any other services that we agree to supply pursuant to this Agreement.

Source Code means computer code in human-readable form, that when compiled becomes Object Code.

Statement of Work or **SOW** means a document entitled "Statement of Work" executed by you and us.

Support Request has the meaning given to it in the SLA.

Support Services has the meaning given to it in the SLA.

Term means the Initial Term and any applicable Renewal Terms.

Terms and Conditions means clauses 1 - 28 of this document.

Third Party Developer means a third party software developer engaged or to be engaged by you to provide software development services to you.

Third Party Developer Licence Agreement mean the agreement set out at Annexure A to this Agreement.

User means an end user authorised by you to use Your App.

Your App has the meaning given to it in the Commercial Details.

Your Data means all data entered into the AHI Platform via Your App.

28.2. In this Agreement, the following rules of construction applies, unless the context otherwise requires:

(a) headings and underlinings are for convenience only and do not affect the construction of the Agreement;

(b) a provision of the Agreement will not be interpreted against a party because the party prepared or was responsible for the preparation of the provision, or because the party's legal representative prepared the provision;

(c) currency or "$" refers to Australian Dollars;

(d) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;

(e) a reference to a clause, subclause or paragraph is a reference to a clause, subclause or paragraph of the Agreement;

(f) a reference to a subclause or paragraph is a reference to the subclause or paragraph in the clause in which the reference is made;

(g) a reference to time is to time in New South Wales;

(h) a reference to a person includes a reference to an individual, a partnership, a company, a joint venture, government body, government department, and any other legal entity;

(i) words in the singular shall include the plural and in the plural, shall include the singular;

(j) a provision of the Agreement shall not be construed against a party merely because the party or its solicitors prepared the provision;

(k) the phrases "specified in the Commercial Details" and similar, means specified as being applicable or in the affirmative in the Commercial Details;

(l) the Agreement shall not bind you or us until and unless the "Acceptance" section of the Commercial Details has been executed by both you and
us; andthe words 'such as', 'including', 'includes' and similar expressions are not used as, nor are intended to be, interpreted as words of limitation and shall be interpreted as if the words "but not limited to" immediately followed them in each case.

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Service Level Agreement (SLA)

1. Definitions and Interpretation

1.1. This Service Level Agreement (SLA) forms part of the Agreement. In this SLA, definitions and any rules of construction in the attached Terms and Conditions, are hereby incorporated into this SLA by reference.

2. Availability Target

2.1. We will use our best endeavours to make the AHI Platform Available, as measured over each calendar month during the Term (each such calendar month, a **Service Period**), at least 99% of the time, excluding only the time it is not Available solely as a result of your breach of the Agreement, Your App, a Scheduled Outage, an outage of any infrastructure or hosting service supplied by Amazon Web Services or a Force Majeure Event. **'Available**' means the AHI Platform is available and operable for access by Your App via the Licensed SDKs.

3. Provision of Support Services

3.1. Where Support Services are specified in the Commercial Details, we shall use our best endeavours to respond to any request for:

(a) technical support with respect to any reproducible malfunction in the Licensed SDKs or the AHI Platform that you report to us that prevents the Licensed SDKs from performing materially in accordance with the Documentation (**Software Error**); and

(b) technical support with respect to an anthropometric measurement capture or result, or transdermal optical imaging capture or result (**Measurement Error**), in accordance with the applicable response times specified in clause 6.2 of this SLA (collectively, the **Support Services**).

4. Support Services Conditions

4.1. You must:

(a) provide us with prompt access to your technical environment, including any software, systems, equipment, and networks via remote access, as reasonably required by us to provide the Support Services; and

(b) provide us with access to all of your necessary Personnel and/or documentation as reasonably required by us to provide the Support Services.

5. Technical Support

5.1. The Support Services are limited to the provision of telephone and email support during Business Hours to your designated Personnel approved by us (**Support Staff**) to answer questions from your Support Staff.

5.2. The Support Services will be provided through our technical support hotline (via telephone or email) which operates during Business Hours. A support phone number and a support email address will be provided to you by us through which your Support Staff can request the Support Services referred to in clause 5.1.

5.3. If you require Support Services during the Term, you must notify us that you require technical support (**Support Request**) in accordance with the following procedure:

(a) you must issue a Support Request to us in accordance with clause 5.2;

(b) when issuing a Support Request, you must ensure that you provide to us:

(i) the impacted User's unique identification number as designated by us;

(ii) the make, model and operating system of the impacted User's mobile device (where applicable);

(iii) a detailed description of the Software Error or Measurement Error;

(iv) details of the version number of the Licensed SDK/s that the Personnel or User is experiencing the Software Error or Measurement Error with;

(v) evidence of the Software Error or Measurement Error; and

(vi) any other information reasonably required by us.

5.4. We shall have no obligation to provide any Support Services with respect to the Licensed SDKs or the AHI Platform to any of your Authorised Third Party Developers, Personnel or Users, other than your Support Staff.

5.5. You must provide Level 1 Technical Support to Users.

5.6. We may temporarily suspend the operation of the Licensed SDKs and/or the AHI Platform or your access to them as reasonably required by us to perform the Support Services.

6. Support Service Prioritisation

6.1. We will prioritise support services requested by you under this SLA in accordance with the following severity code classification (as determined by us in our absolute discretion):

- Major (Severity 1) – A Software Error or Measurement Error which either (a) impacts an essential part of Your App; or (b) materially impacts your business operations.

- Normal (Severity 2) – An Error or Measurement Error which either(a) impacts a non-essential part of Your App; or (b) does not materially impact your business operations.

6.2. We will use reasonable endeavors to acknowledge the receipt of any relevant request for Support Services pursuant to this SLA within the following timeframes:

Severity Level	**Target Response Time**	**Target Resolution Time**
Severity Level 1	1 Business Hour	1 Business Day
Severity Level 2	4 Business Hours	5 Business Days

The Target Response Time is measured from the time we receive a Support Request. If a support request is sent outside Business Hours it shall be deemed to be received by us at 9.00 am on the next Business Day. The Target Resolution Time is measured from the time we acknowledge receipt of your Support Request.

6.3. We will use reasonable endeavors to resolve the Software Error or Measurement Error (including by providing a workaround) the subject of any Support Request, within the Target Resolution Time.

6.4. Support Levels are defined as:

Level	Provided By	Description
Level 1	You	Your Support Staff provides end user, first line support in accordance with Support Documentation
Level 2	AHI	Our Support Staff to provide support to your Designated Support Staff if a Support Request is unable to be resolved
Level 3	AHI	Our technical support staff to provide support to Level 2 Support Staff.

7. Exclusions

7.1. We shall have no obligation to provide any Support Services or other technical support with respect to the Licensed SDKs or the AHI Platform other than as expressly required pursuant to this SLA. In addition, and without limiting the foregoing provisions, we shall have no obligation to provide Support Services:

(a) for Software Errors or Measurement Errors occurring during a planned or scheduled outage by us or our hosting providers;

(b) with respect to any Software Error or Measurement Error resulting from your and/or your Third Party Developer's, Personnel's or Users' action or inaction;

(c) for errors caused by or in connection with a Force Majeure Event;

(d) any Software Errors or Measurement Errors caused by use of the Licensed SDKs in conjunction with any third-party software;

(e) for Software Errors or Measurement Errors resulting from third party software bugs and defects;

(f) with respect to Software Errors or Measurement Errors caused by or relating to your technical environment;

(g) with respect to any Error or Measurement Error caused by your and/or your Authorised Third Party Developer's Personnel's or Users' breach of the Agreement; or

(h) if you have failed to pay any outstanding Fees to us as and when due and payable.

Annexure A - Third Party Developer Licence Agreement

Third Party Developer Licence Agreement

This Third Party Developer Licence Agreement ("**Agreement**") is made and entered into on [insert date] by and between Advanced Human Imaging Limited ABN 85 602 111 115 of Unit 5, 71 - 73 South Perth Esplanade, South Perth WA 6151 ("**Licensor**") and [insert Third Party Developer name, ABN and address of licensee] ("**Licensee**", "**you**", "**your**").

1. Definitions and interpretation

1.1 In this Agreement:

'**AHI Software Development Kit**' means one or more software development tools supplied by the Licensor and described by the Licensor as a "software development kit" or "SDK" or that can be used to create applications incorporating smartphone-based human scanning technology. Such software development tools may include: (a) libraries (including any binary libraries); (b) documentation; (c) software; (d) sample code; and (e) other materials supplied by the Licensor to the Licensee in connection with any such libraries, documentation and sample code.

'**Commencement Date**' means the date on which a copy of the Licensed SDKs are delivered to you or made available to you by the Licensor or the Partner.

'**Confidential Information**' means all information provided by the Licensor to the Licensee in connection with this Agreement where such information is identified by the Licensor as confidential at the time of its disclosure or has the quality of confidential information, but excluding information which is:

(a) on receipt by the Licensee, in the public domain or which subsequently enters the public domain without any breach of this Agreement; or

(b) on receipt by the Licensee, already known by or in the possession of the Licensee and which knowledge or possession can be proven by written contemporaneous records.

Notwithstanding any other provisions of this Agreement, the Licensor's Confidential Information includes the source code in the Licensed SDKs.

'**Documentation**' means any information, materials or documents (whether in electronic form or not) referring to or describing the Licensed SDKs that is provided to you, including any written specifications, user guides, manuals and explanatory materials.

'**Force Majeure Event**' means a circumstance beyond the Licensor's reasonable control, which results in the Licensor being unable to observe or perform on time an obligation under this Agreement.

'Implementation Audit' means once the SDK product integration is complete, the Third Party Developer agrees to allow AHI access to a pre-release version of the Third Party Developer Product/s integrated with AHI Licensed SDKs, for the purpose of conducting an Implementation Audit, as documented in Schedule 1 – SDK Implementation Audit Checklist.

'**Intellectual Property Rights**' means all intellectual property rights, including all copyright, patents, trademarks, design rights, trade secrets, domain names and other rights of a similar nature, whether registrable or not and whether registered or not, and any applications for registration or rights to make such an application, anywhere in the World.

'**Licence**' has the meaning given to it in clause 2.2.

'**Licence Period**' means the period commencing on the Commencement Date and concluding upon the conclusion of your engagement with Partner.

'**Licensed SDKs**' means the AHI Software Development Kit, including any new versions, updates, and upgrades.

'**Open Source Licence**' means the applicable licence that governs Open Source Software.

'**Open Source Software**' means any software licensed under any form of open source licence meeting the Open Source Initiative's Open Source Definition (http://www.opensource.org/docs/definition.php).

'**Partner**' means the third party who engages you, or has engaged you, to integrate the Licensed SDKs into its application.

1.2 In this Agreement:

(a) a reference to a person includes a corporation or any other legal entity;

(b) a reference to "a party" is to you or the Licensor as the context dictates and a reference to "parties" is to both you and the Licensor;

(c) a reference to currency is to Australian dollars unless specified otherwise;

(d) the term "includes" (or any similar term) means "includes without limitation"; and

(e) a clause of this Agreement will not be interpreted against a party merely because the party prepared or was responsible for its preparation.

2. Third Party Developer

2.1. You have represented to us that the Partner has engaged you to provide software development services that may require or enable you to access, download, and/or use the Licensed SDKs for that engagement (the "**Purpose**").

2.2. Subject to clause 3, the Licensor grants you, for the Licence Period, a non-exclusive, non-transferable, non-assignable, non-sublicensable licence for you to use Licensed SDKs solely for the Purpose ("**Licence**").

2.3. Upon conclusion of the Licence Period, the Licence shall immediately and automatically terminate and you must destroy all and any copies of the Licensed SDKs in your possession or control.

2.4. You may not use the Licensed SDKs beyond the Licence Period without the Licensor's prior written consent.

3. Restrictions on use

3.1. You may not make any use of the Licensed SDKs except as permitted by the Licence. You may not do or authorise the commission of any act that would or might invalidate or be inconsistent with the Licensor's Intellectual Property Rights in the Licensed SDKs. Without limiting the foregoing provisions, you must not (before, during or after the Licence Period):

(a) license, sublicense, resell, assign, transfer, distribute, or provide others with access to, the Licensed SDKs;

(b) "frame", "mirror" or serve any of the Licensed SDKs on any web server or other computer server over the Internet or any other network;

(c) use the Licensed SDKs to develop a competing product;

(d) provide the Licensed SDKs to any subcontractor or contractor without the Licensor's prior written consent;

(e) copy, alter, modify, create derivative works from, reproduce, transfer to a third party, reverse assemble, reverse engineer, reverse compile or enhance the Licensed SDKs (except as expressly permitted by applicable copyright law); or

(f) use the Licensed SDKs in breach of any statute, regulation, law or legal right of any person.

3.2. You must provide the Licensor with access to your business records, equipment (including computer equipment) and premises as reasonably required by the Licensor to inspect the performance of your obligations under this Agreement.

3.3. Certain parts of the Licensed SDKs comprise of Open Source Software. The applicable Open Source Licences govern your use of those parts of the Licensed SDKs. Those applicable Open Source Licences and the components of the Licensed SDKs governed by those Open Source Licences are documented in the *AHI MultiScan SDK Open Source Licences List* which is a separate document that you may request from the Licensor.

4. Intellectual Property Rights

4.1. Nothing in this Agreement constitutes a transfer of any Intellectual Property Rights.

4.2. The Licensor owns all Intellectual Property Rights in the Licensed SDKs and any modifications, including any updates, upgrades and enhancements in the Licensed SDKs.

4.3. As between you and the Licensor, the Licensor owns all Intellectual Property Rights in the Licensed SDKs and the Documentation. You must not represent that you own the Licensed SDKs, the Documentation or any modifications of the Licensed SDKs and/or the Documentation.

4.4. Except as expressly stated herein, this Agreement does not grant you or any third party any rights to or in patents, copyright, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other Intellectual Property Rights or other rights or licences in respect of the Licensed SDKs or the Documentation.

4.5. You must not directly or indirectly do anything that would or might invalidate, jeopardise, limit, interfere with or put in dispute our or our licensors' ownership in or rights with respect to the Licensed SDKs or Documentation.

4.6. You may not do or authorise the commission of any act that would or might invalidate or be inconsistent with our or our licensors' Intellectual Property Rights in the Licensed SDKs or any Documentation.

4.7. You hereby assign to us all and any Intellectual Property rights that you may have in all and any comments in connection with the Licensed SDKs, the Documentation or requests for any new Licensed SDK features that you or your Personnel may suggest or create (each, an **Improvement Suggestion**). Each Improvement Suggestion becomes our sole and exclusive property. This assignment is effective as soon as you or your officers, employees and agents create any Improvement Suggestion or provides an Improvement Suggestion to us including where applicable under section 197 of the *Copyright Act 1968* (Cth) and in equity. You must execute and procure from your officers, employees and agents the execution of any documentation reasonably required by us to give effect to: (a) the assignment to us of all Intellectual Property Rights that they may have in any Improvement Suggestions; and (b) a waiver for us and any third parties authorised by us to exploit any Moral Rights that they may have in any Improvement Suggestions.

4.8. You must not:

(a) use any of our trade marks or other marks (Marks) except as provided for in this Agreement; or

(b) contest any Mark, apply for registration of any Mark or use or apply for registration of any trade mark, trade name, business name, company name or domain name that incorporates any element that is confusingly similar to any Mark.

4.9. Except as expressly provided in this Agreement, you have no rights in respect of any Marks or their associated goodwill, and you hereby acknowledge that all such rights and goodwill inure for the benefit of, and are (and will remain) vested in, us.

5. Confidentiality

5.1. You must not, without the prior written consent of the Licensor, use or disclose the Licensor's Confidential Information unless and to the extent expressly permitted by this Agreement or required by law.

5.2. You may:

(a) use the Confidential Information of the Licensor solely to comply with your obligations and exercise your rights under this Agreement; and

(b) disclose the Confidential Information to a Court but only if compelled by law to do so.

5.3. You must implement and maintain effective security measures to prevent unauthorised use and disclosure of the Licensor's Confidential Information whilst it is in your possession or control.

5.4. You must destroy all Confidential Information (including all copies and notes thereof) of the Licensor in your possession or control, on demand by the Licensor and upon termination of this Agreement for any reason.

6. Responsibility for licenses, authorisations and consents

6.1. You are responsible for obtaining all necessary licenses, authorisations and consents as required to lawfully upload, store or transfer data through or into the Licensed SDKs.

6.2. You must not use the Licensed SDKs in breach of any applicable laws.

6.3. You must indemnify the Licensor for any loss or damage it incurs as a result of your breach of this clause 6.

7. Liability

7.1. To the extent possible by law, the Licensor does not have any liability to you under or in connection with the Licensed SDKs.

7.2. If the Licensed SDKs are supplied to you as a 'consumer' of goods or services within the meaning of that term in the Australian Consumer Law, you will have the benefit of certain non-excludable rights and remedies in respect of the goods or services and nothing in these terms and conditions excludes or restricts or modifies any condition, warranty, guarantee, right or remedy which pursuant to the *Competition and Consumer Act 2010* (Cth) is so conferred. However, if the goods or services are subject to a non-excludable condition, warranty, guarantee, right or remedy implied by the Australian Consumer Law and the goods or services are not ordinarily acquired for personal, domestic or household use or consumption, then pursuant to section 64A of the Australian Consumer Law, the Licensor limits its liability for breach of any such non-excludable warranty, guarantee, right or remedy implied by the Australian Consumer Law (other than a guarantee implied by sections 51, 52 or 53 of the Australian Consumer Law) or expressly given by the Licensor to you, in respect of each of the goods and services, where it is fair and reasonable to do so, at the option of the Licensor, to one or more of the following:

(a) if the breach relates to goods:

(i) the replacement of the goods or the supply of equivalent goods;

(ii) the repair of such goods;

(iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or

(iv) the payment of the cost of having the goods repaired; and

(b) if the breach relates to services:

(i) the supplying of the services again; or

(ii) the payment of the cost of having the services supplied again.

7.3. Other than any non-excludable guarantees implied into this Agreement under the Australian Consumer Law (if any), all conditions, warranties and guarantees implied in this Agreement (including with respect to fitness for purpose) are excluded from this Agreement and the Licensed SDKs are provided "as is" and without any warranty of any kind.

8. Termination

8.1. A party may terminate this Agreement by written notice to the other party (the "defaulting party") if the defaulting party is in material breach of this Agreement which is not remediable, or if capable of remedy where the defaulting party fails to remedy the breach within 14 days of written notice.

8.2. Either party may terminate this Agreement by written notice to the other party at any time.

9. Consequences of Termination

9.1. If this Agreement is terminated or expires for any reason, then, in addition and without prejudice to any other rights or remedies available:

(a) clause 3, 4, 5, 6, 7, 9 and 10 and any other rights or obligations that, by their nature, survive termination, shall so survive;

(b) your right to use the Licensed SDKs immediately ceases and the Licence shall immediately terminate; and

(c) you must immediately destroy all copies of the Licensed SDKs within your possession or control.

10. General

10.1. You must not assign, sublicense or otherwise deal in any other way with any of your rights under this Agreement without the prior written consent of the Licensor. The Licensor may assign or novate its rights or obligations under this Agreement (in whole or in part) at any time.

10.2. Nothing contained in this Agreement creates any partnership, employment, joint venture or agency between the parties.

10.3. The Licensor is under no obligation to provide any maintenance, support, upgrades or updates under this Agreement with respect to the Licensed SDKs.

10.4. This Agreement is the entire agreement between you and Licensor about its subject matter and supersedes all other representations, arrangements or agreements between you and Licensor.

10.5. This Agreement may be amended only by a document signed by the parties and a party's right under this Agreement may not be waived or varied except in writing signed by the party.

10.6. The Licensor will not be responsible for a failure to comply with its obligations under this Agreement to the extent that failure is caused by a Force Majeure Event.

10.7. The laws of Western Australia govern this Agreement and each party submits to the exclusive jurisdiction of the courts located in Western Australia and/or New South Wales, and the courts of appeal from them.

Signed as an agreement.
Signed for and on behalf of **Advanced Human Imaging Limited**
ABN 85 602 111 115 by its authorised representative:

Dr. Katherine Iscoe
CEO

Signed for and on behalf of the Licensee by its authorised representative:

/s/ Dylan Garnett
Dylan Garnett
Founder

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Schedule 1 - SDK Implementation Audit Checklist

Auditor name: _____

Third Party Developer Company Name: _____

Audit Date: _____

Partner Company Name: _____

Partner Applications integrated with AHI SDKs: _____

SDK(s) audited (include version numbering): _____

☐ Within the implemented AHI SDKs there are no bugs or UX/UI blockers (eg all buttons work)

☐ No offensive language

☐ No unreadable text

☐ New User - Able to create a new account

☐ New User - Able to create first scan

☐ Returning user – Able to create second scan

☐ Circumference measurements: 6 scan accuracy test - minimum 97% average accuracy in comparison to ISAK physical measurements

☐ Circumference measurements 6 scan repeatability test – minimum 97% average repeatability test

Note: This checklist is to be used for initial Product Integration and, at the discretion of AHI may be used on any subsequent SDK version updates.

There were _____Non-Conformance's in this audit.

Description of Non-Conformance's (write N/A if 0)

_____

_____

Comments (if applicable)

_____

_____

Auditor Signature: _____

Third Party Developer Representative Name: _____

Third Party Developer Representative Signature: _____

Partner Representative Name: _____

Partner Representative Signature: _____

Schedule 2 – User Fees

The proposed pricing schedule below is in support of launching both AHI and Vertica's services into the South African market.

The starting point is to displace the current annual nurse assessment with Vertica's digital health risk assessment. To do so we have jointly agreed on introducing a singular per measurement option for clients at the below set prices.

To encourage clients towards block buying we have further created additional discounted price points. This economic incentive will nudge clients to larger volume commitments to the benefit of both parties.

The next step in the process is to migrate clients chronically ill or high-risk members onto a quarterly or monthly monitoring subscription. The frequency of the subscription will be determined by the nature and progression of the disease.

The above intent and below pricing structure is to serve as the standard offering for the South African market but both parties acknowledge that exceptions may occur and will be mutually agreed to on a case-by-case basis.

Volume	Client Floor Price	AHI Ceiling Price	Client Price	Revenue Share Split	AHI Share	Vertica Share	
Block Pricing	Block pricing will follow same volume capping as per below						
0 - 15'000	$6.75	$9.99	$6.75	60:40	$4.05	$2.70	
15'000 - 50'000	$6.00	$9.99	$6.00	60:40	$3.60	$2.40	
50'000 - 100'000	$5.00	$9.99	$5.00	60:40	$3.00	$2.00	
Singular Once-off Pricing							
0 - 100'000	$7.50	$9.99	$7.50	60:40	$4.50	$3.00	
0 - 100'000	$7.50	$9.99	$8.00	60:40	$4.80	$3.20	
0 - 100'000	$7.50	$9.99	$9.00	50:50	$4.50	$4.50	Revenue share is collared at clientfloor price where the revenue share is no less than of $4.50 for AHI
0 - 100'000	$7.50	$9.99	$20.00	50:50	$10.00	$10.00	
0 - 100'000	$7.50	$9.99	$21.00	50:50	$10.00	$11.00	Revenue share is capped at AHI Ceiling price $9.99

For higher volume the AHI capped ceiling price changes as per the below							
Volume	**Client Floor Price**	**AHI Ceiling Price**	**Client Price**	**Revenue Share Split**	**AHI Share**	**Vertica Share**	
100’000 - 250’000	$7.50	$9.50	$7,50 < P < $9.00	60:40	$4,50 <> 5,39	$3 <> 3,60	
	$7.50	$9.50	$9,00 < P < $19.00	50:50	$4,50 <> 9,50	$4,50 <> 9,50	
	$7.50	$9.50	$19.00	50:50	$9.50	$9.50	
	$7.50	$9.50	$20.00	50:50	$9.50	$10.50	Revenue share is capped at new volume break AHI Ceiling price $9.50
250’001 - 500’000	$7.50	$9.00	$7,50 < P < $9.00	60:40	$4,50 <> 5,39	$3 <> 3,60	
	$7.50	$9.00	$9,00 < P < $18.00	50:50	$4,50 <> 9,00	$4,50 <> 9,00	
	$7.50	$9.00	$18.00	50:50	$9.00	$9.00	
	$7.50	$9.00	$19.00	50:50	$ 9.00	$10.00	Revenue share is capped at new volume break AHI Ceiling price $9.00
500’001 - 1’000’000	$7.50	$8.50	$7,50 < P < $9.00	60:40	$4,50 <> 5,39	$3 <> 3,60	
	$7.50	$8.50	$9,00 < P < $17.00	50:50	$4,50 <> 8,50	$4,50 <> 8,50	
	$7.50	$8.50	$17.00	50:50	$8.50	$8.50	
	$7.50	$8.50	$18.00	50:50	$8.50	$9.50	Revenue share is capped at new volume break AHI Ceiling price $8,50
> 1’000’001	$7.50	$8.00	$7,50 < P < $9.00	60:40	$4,50 <> 5,39	$3 <> 3,60	
	$7.50	$8.00	$9,00 < P < $16.00	50:50	$4,50 <> $8,00	$4,50 <> $8,00	
	$7.50	$8.00	$16.00	50:50	$8.00	$8.00	
	$7.50	$8.00	$17.00	50:50	$8.00	$9.00	Revenue share is capped at new volume break AHI Ceiling price $8
Both Annual and Monthly Subscriptions do not follow any revenue sharing approach and are priced at an AHI Price of $3.49 per month							

- There is a minimum spend license fee of USD$5,000 per month for the first 12 months as of the integrated solution go-live date.
- Revenue share will be structured as per the above schedule.
- Under the Annual Subscription model, AHI will receive US$3.49 per user per month, or equivalent to USD$41.88 upfront for the year subscription.
- The Annual Subscription pricing listed above limits the number of Face Scans to 1 per user per week
- If the above accumulative volumes are not achieved over the period then AHI reserves the right for the below schedule will be considered as the alternative pricing.

Schedule 3 – Product Integration

- The Customer & AHI will work together to design and implement a full integration of the Parties platforms within 240 days of the Binding term sheet being executed to be ready to launch at the first listed medical scheme at clause 3(b)(i). A breakdown of the high-level integration timeline is below:

Milestone	Prerequisites	Milestone Completion Date
Terms Sheet Execution	Nil.	1 March 2022
Integrated Solution Design Scoping	Terms Sheet executed	20 April 2022 (+ 2 weeks)
Master Services Agreement (includes commercials, data processing, SDK EULA, and support)	Integrated solution designs signed off by both parties	3 April 2022 (+ 2 weeks)
Product Integration (including QA) and marketing planning	Master Services Agreement must be executed prior to integration commencing	31 May 2022 (+ 4 weeks)
Target market ready go-live	Product Integration complete	30 June 2022 (+ 2 weeks)

- AHI will make available to the Customer the SDK kits and any supporting material to aid the integration at no cost to the Customer. This is based on the current AHI functionality. Any additionally functionality required by the Customer would be built at an agreed cost or can be built in conjunction with the Customer's development team at an agreed cost.
- Vertica Health will be responsible for the integration of the SDK kits.
- The parties will work together to deliver a market ready product not later than 30 June 2022.
- AHI will make its continued platform improvements available to the Customer from time to time at no cost to the Customer.

ANNEXURE B - PRICING TABLE

	Volume Range		*Floor Price*	*Ceiling Cost*	*Revenue Share Split*		*Revenue Share $*			
			Client	**AHI**	**AHI %**	**Vertica %**	**AHI Min.**	**AHI Max.**	**Vertica Min**	**Vertica Max**
Block Pricing (Prepay)	15000		$6.75	$10.00	60	40	$4.05	$10.00	$2.70	∞
	50000		$6.00				$3.60		$2.40	
	100000*		$5.00				$3.00		$2.00	
Per Scan Combination (Postpay)	**Client Floor Price : $7.50 - $10.00**									
	1	100000	$7.50	$10.00	60	40	$4.50	$6.00	$3.00	$4.00
	100001	250000		$9.50				$5.70		
	250001	500000		$9.00				$5.40		
	500001	1000000		$8.50				$5.10		
	> 1000000			$8.00				$4.80		
	Client Floor Price : > $10.00									
	1	100000	>$10.00	$10.00	50	50	$5.00	$10.00	$5.00	∞
	100001	250000		$9.50				$9.50		
	250001	500000		$9.00				$9.00		
	500001	1000000		$8.50				$8.50		
	> 1000000			$8.00				$8.00		
Subscriptions (postpay)	**Per user, per annum : (Unlimited BodyScans, 52 FaceScans)**									
	1 (Per Subscription)		$41.88 **	N/A						
FaceScan Top-up	Scan Pack (52)		$26.00	N/A						

Definitions:

Floor Price (Client) - This is the lowest price that Vertica will charge for a ComboScan

Ceiling Cost (AHI) - The top of AHI's cost range within a price band.

* Pricing to be confirmed for above 100000 units

** Based on a monthly cost of USD$3.49

Pricing has been discussed, clarified and agreed as per the Pricing Table above.

/s/ Dr. Katherine Iscoe
Dr. Katherine Iscoe
Date: 08/04/2022

/s/ Dylan Garnett
Dylan Garnett
Date: 08/04/2022

There is a minimum spend license fee of USD$5,000 per month for the first 12 months as of the integrated solution go-live date.

Revenue share will be structured as per the above scheduled.

The Annual Subscription pricing listed above is for unlimited BodyScans and limits the number of FaceScans to 52 for the year.

FaceScan Top-up packs are available to be purchased at any time.

Exhibit 4.39

Master Services Agreement

AHI-FORM-0024 v2

This document is confidential and contains trade secrets of Advanced Human Imaging Limited. Unauthorised disclosure, duplication or use of any part of this document without the prior written consent of Advanced Human Imaging Limited is strictly prohibited.

Commercial Details

1. Our Details	Name and ABN	Advanced Human Imaging Limited ABN 85 602 111 115 (**we**, **us**, **our**)	
	Office Address	Unit 5, 71-73 South Perth Esplanade, South Perth WA 6151 Australia	
2. Client Details	Name and Business / Company Number	**CUSTINTCO PTE LTD**, Business Registration Number [**202206294C**] (**you**, **your**)	
	Office Address	#02-02, 52 Foch Road, 209274, SINGAPORE	
3. Your App	Software Product / App Details	Medical Health and Wellness platform	
4. Contract Details	Master Services Agreement Number	**AHI010020**	
5. AHI SDKs	Product	Components	Included?
	Multi-Scan iOS & Android Software Development Kits (SDKs)	• Body Circumference measurements • Face Scan measurements	YES YES
6. Data Processing	Applicable Data Processing Agreement	Data Processing Agreement – BodyScan and FaceScan	
7. Professional Services to be provided by us	Implementation Support Services (for integration of the Licensed SDKs into Your App)	During the 60 day period from the Commencement Date, the following Implementation Support Services will be made available to you for no additional charge after initial SDK hand over meeting: (a) up to a total of 16 hours of software developer time requested by you to support and assist your development team in undertaking Product Integration; (b) up to a total of 100 Support Requests in respect of Measurement Errors. We are not required to provide any other Implementation Services except as may be set out in an Implementation Plan.	
	Training Services	Yes	Up to 4 hours of internet/phone-based training on the SDKs
	Software Development	No	
	Consulting Services	No	Days: [insert]
	Support Services	Yes	Support Hours: 9:00 am – 5:00 pm AWST on Business Days
8. Term	Commencement Date	This Agreement will commence on 4 April 2022.	
	Initial Term	12 months commencing on the Commencement Date	
9. Key Contacts	Our Contact Details	Name:	Kevin Baum
		Telephone:	+61 478 435 719
		Email:	Kevin.baum@advancedhumanimaging.com
	Your Project Manager	Name:	[insert]
		Telephone:	[insert]
		Email:	[insert]

Acceptance

By signing below, you and us each agree to (1) the Commercial Details set out above together with the attached (2) Fee Schedule; (3) Terms and Conditions; (4) Service Level Agreement; and (5) the applicable Data Processing Agreement referred to above.

/s/ Dr. Katherine Iscoe
Dr. Katherine Iscoe
CEO, Advanced Human Imaging Ltd
Date: 04/04/2022

/s/ Hayk Hakobyan
Hayk Hakobyan
Director, CUSTINTCO PTE LTD,
Date: 04/04/2022

Fee Schedule

User Fees	
Fee Type	Description
User Fees	User Fees are payable based on pricing indicators in **Schedule 2 - User Fees**. An **Active User** is one that accesses the AHI technology serving functionality in Your App at any time in the relevant month. The price per month, per user pricing is incrementally tier based, and requires you to pay the per month, per user price for the first tier, then the per month, per user price for the second tier and so on. As per Clause 4(b) of the Binding Term Sheet, the Customer will grow the subscription base for the CompleteScan Platform in the first 12 months from commercial launch to a minimum of 100,000 active users across the current and new user base. For the avoidance of doubt, the customer will achieve a minimum 100,000 users within 17 months or 12 months from commercial release, whichever is the earlier.

Services Fees				
Service	Description	Price (Excl. GST)*		Payment Terms
Support Services	Incident Support as specified in the SLA.	As per the Level 2 & Level 3 Support Hourly Rates set out below for Ad Hoc Services, per staff member required, where the request type is Incident.		Payable to us on a monthly basis in arrears.
	Measurement Support as specified in the SLA.	$100 per Support Request where the request type is Measurement Support.		Payable to us on a monthly basis in arrears.
Consulting Services	Consulting services that we may agree to provide.	At the rates set out below under “Ad Hoc Services”.		Payable to us on a monthly basis in arrears.
Training Services	Training in respect of the SDKs as specified in clause 17 of the enclosed Terms and Conditions.	[insert]		Payable to us on a monthly basis in arrears.
Ad Hoc Services	Time spent providing any services to you for which there is no other rate specified in this Agreement.	Service Type	Hourly Rate	Payable to us on a monthly basis in arrears.
		Level 1 Technical Support Training	$150	
		First 20 Support Requests per month for Measurement Support	No additional charge	
		Additional Measurement Support+	$100 per request	
		Level 2 Support+	$200	
		Level 3 Support+	$250	
		Quality Assurance consultation	$190	
		Senior Architect consultation	$250	
		Design (UX/UI) consultation	$220	
		Other	[insert]	

* All amounts are in Australian Dollars unless specified otherwise.

\+ Only payable where a defect or error does not cause the Support Request in the Licensed SDK.

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Terms and Conditions

1. Term

1.1. This Agreement will commence on the Commencement Date and will continue for the Initial Term, subject to earlier termination by either party in accordance with this Agreement. Upon expiry of the Initial Term, this Agreement will automatically extend for subsequent consecutive periods each of equivalent length to the Initial Term (each, a **Renewal Term**) until and unless either party notifies the other party in writing of its intent not to renew the Agreement at least thirty (30) days prior to the expiry of the Initial Term or the then current Renewal Term (as applicable) (time being of the essence), in which case if such notice is provided the Agreement shall terminate at the end of the Initial Term or then current Renewal Term (as applicable).

2. Non-exclusive relationship

2.1. The relationship between you and us pursuant to this Agreement is non-exclusive. Nothing in this Agreement will prevent us from supplying any goods or services to any third party in our absolute discretion.

3. Priority

3.1. If any two of the following documents of this Agreement are inconsistent, they will be interpreted in the following order of precedence (highest to lowest):

(a) the terms and conditions in clauses 1 - 28 of these Terms and Conditions;

(b) the SLA;

(c) the Commercial Details;

(d) the Fee Schedule.

3.2. To the extent of any inconsistency between the provisions of the Data Processing Agreement and this Agreement, this Agreement will prevail, except where inconsistent with the Privacy Act, the GDPR or any other applicable data protection laws (collectively, "**Data Protection Laws**") in which case the provisions of the relevant Data Protection Laws will prevail.

4. Change Control

4.1. If either you or we wish to change any part of this Agreement (**Requesting Party**), the Requesting Party shall deliver a written notice to the other party pursuant to clause 25 setting out the details of the requested change (**Change Request**).

4.2. If you issue a Change Request, we will, if we consider that we can accommodate the Change Request, provide you with a written proposal (**Change Proposal**) setting out:

(a) the likely time required to implement the changes;

(b) any variations to the Fees arising from the changes; and

(c) any consequential variation to the Agreement required by us.

4.3. No change to this Agreement shall be effective unless the change is implemented pursuant to this clause 4 or the change is otherwise agreed in writing by the parties.

5. Integration of the Licensed SDKs into Your App

5.1. You must carry out Product Integration as soon as reasonably practicable or in line with the agreed milestone dates as detailed in **Schedule 3 - Product Integration**, but in any event no later than 6 months following the Commencement Date.

5.2. We have no obligation to provide Implementation Services except to the extent we agree to do so in a separately agreed upon Implementation Plan.

5.3. If there is an Implementation Plan:

(a) we will provide the Implementation Services specified in an Implementation Plan (if any) (**Implementation Services**) within any timeframes for performing the Implementation Services set out therein; and

(b) you will comply with your obligations under the Implementation Plan.

5.4. Except where otherwise agreed in writing by us, all Product Integration costs shall be borne by you.

5.5. You must provide all cooperation, access to Personnel and information reasonably required by us to perform Implementation Services.

5.6. AHI will conduct a quality assurance test prior to the target go-live date (timeframe is estimated between 3-5 days) to verify that the Licensed SDKs have been properly integrated into Your App.

5.7. If Product Integration has not been completed in accordance with clause 5.1 due to your non-compliance with the Implementation Plan, the Documentation, any incompatibility or defect in or with Your App, or due to any other factor (other than our non-performance of the Integration Services) then without limiting any other provisions of this Agreement, you must promptly (and in any event, within 30 days of written request by us) do everything required to complete Product Integration.

6. Licence

6.1. Subject to clause 6.3 and your compliance with this Agreement, we hereby grant you:

(a) a non-exclusive, non-assignable, non-sublicensable, non-transferable licence exercisable by and through your employees and Authorised Third Party Developers, to incorporate the Licensed SDKs into Your App for Product Integration in accordance with the Documentation and any applicable Implementation Plan; and

(b) a non-exclusive, non-assignable, non-sublicensable, non-transferable worldwide licence exercisable by and through your Users, to use the Licensed SDKs in the form integrated into Your App during Product Integration, subject to the Documentation (collectively, the **Licence**).

6.2. You must not use the Licensed SDKs in any way other than pursuant to the Licence.

6.3. Any parts of the Licensed SDKs that are Open Source Software are subject to the applicable Open Source Licence. All applicable Open Source Licenses and the components of the Licensed SDKs that are governed by them are documented in the *AHI MultiScan SDK Open Source Licences List* which is a separate document available from us upon your request.

6.4. You must not commit, permit or otherwise authorise the commission of any act that would or might invalidate or be inconsistent with our Intellectual Property Rights.

6.5. Without limiting clause 6.4, you must not and must not permit any person, including any User or Third Party Developer, to:

(a) resell, on-sell, assign or transfer the Licensed SDKs or purport to do so;

(b) license, sublicense, or provide others with access to, the Licensed SDKs (however, you may license your End Users to use the Licensed SDKs on a non-exclusive, non-assignable, non-transferrable, non-sublicensable, revocable basis solely for them to use the Licensed SDKs from within Your App in the usual course of operating Your App as an end user);

(c) "frame", "mirror" or serve any of the Licensed SDKs on any web server or other computer server over the internet or any other network;

(d) copy, alter, modify, adapt, create derivative works from, reproduce, distribute, resell, transfer to a third party, reverse assemble, disassemble, reverse engineer, decompile, reverse compile or enhance the Licensed SDKs (except as may be expressly permitted by applicable copyright law);

(e) store, transmit or distribute, or permit the storage, transmission or distribution of, any virus or Your Data or other material using any Licensed SDKs that is unlawful, harmful, threatening, defamatory, infringing, offensive or in breach of any person's rights or Applicable Law;

(f) use any Licensed SDKs in any way which is in breach of any right of any person or any Applicable Law;

(g) use the Licensed SDKs or any part of them (or allow them to be used) (including any component of any graphical user interface or the look and feel of the Licensed SDKs) to develop, or contribute to the development of, any software or product competitive with the Licensed SDKs;

(h) alter, remove or tamper with any trade marks, patent or copyright notices, confidentiality legend or notice, any numbers or other means of identification used on or in relation to the Licensed SDKs;

(i) use the Licensed SDKs to violate all or any legal rights of any person or company or other entity in any jurisdiction; or

(j) I ntroduce malicious programs into the AHI Platform (e.g., viruses, worms, Trojan horses, e-mail bombs).

6.6. You must:

(a) not permit a Third Party Developer to use the Licensed SDKs unless they are an Authorised Third Party Developer; and/or

(b) ensure that your Authorised Third Party Developers only use the Licensed SDKs to incorporate the Licensed SDKs into Your App for Product Integration in accordance with the Documentation and any applicable Implementation Plan.

6.7. You acknowledge that the integrity of the Licensed SDKs is protected by technical protection measures (**TPMs**) to prevent Intellectual Property Rights, including copyright, in the Licensed SDKs from being misappropriated. You must not attempt in any way to remove or circumvent any TPM in the Licensed SDKs.

7. Licensed SDK versions and support

7.1. During the Term, we may release updates of the Licensed SDKs (**Update**). We will not charge you any fee to provide you with any Updates.

7.2. AHI will provide Support Services in respect of the Licensed SDK during the Term until such time we deem an Update is required. In the event an Update is required, you will be notified and provided a 6-month grace period to accept the Update, and upon expiry of that period you will not be able to use any previous version.

7.3. The provisions of this Agreement that apply to the Licensed SDKs will apply equally to any Updates that we provide to you.

8. The AHI Platform

8.1. We will configure the AHI Platform within the 20 Business Day period after completion of Product Integration to enable Your App to make calls to the AHI Platform via the Licensed SDKs (**AHI Platform Configuration**).

8.2. Following Platform Configuration we undertake to use reasonable endeavours to arrange the hosting of the AHI Platform during the Term in accordance with the Availability Target set out in the SLA.

8.3. Any failure by us to meet the Availability Target shall not constitute a breach of this Agreement.

9. Risk Inference Reference Information

9.1. Any Risk Inference Reference Information that you may obtain from the AHI Platform is general in nature and does not constitute our advice or recommendations and may be obtained from third parties.

9.2. In respect of any Risk Inference Reference Information that you or an End User may obtain from the AHI Platform and/or via the use of the Licensed SDKs, we do not represent or warrant:

(a) the accuracy or correctness of such Risk Inference Reference Information; or

(b) the relevance or suitability of such Risk Inference Reference Information to you, Your App or any User.

9.3. You must independently verify that any Risk Inference Reference Information that you or an End User obtains from the AHI Platform and/or use of the Licensed SDKs is accurate, correct, relevant and suitable before it is relied upon by you, your Personnel, Your App or any User.

9.4. The information provided by the AHI Platform and the Licensed SDKs does not constitute medical advice and we do not provide health diagnoses of any kind.

9.5. We do not provide, nor do we represent that we provide, any medical advice or health diagnoses. Further, we do not represent or warrant that any use of the AHI Platform or the Licensed SDKs will result in the diagnosis, detection, treatment, cure or prevention of any medical disorder, illness or condition.

9.6. You:

(a) agree that you have assessed the AHI Platform and the Licensed SDKs as being suitable for your and your Users' requirements;

(b) agree that to the maximum extent permitted by Law, you use the AHI Platform and the Licensed SDKs at your sole risk; and

(c) hereby irrevocably release us from and against any claims that you might otherwise have against us in connection with any:

(i) Risk Inference Reference Information; and

(ii) other information, that you, your Personnel, Your App or any End User may receive directly or indirectly from the AHI Platform, the Licensed SDKs or Your App.

9.7. As between you and us, you are solely responsible for:

(a) any healthcare or medical advice, treatment plans, suggestions, exercises and regimes that you provide or recommend to any User;

(b) the accuracy, efficacy and results of any health information (including to the extent that any information from the AHI Platform and/or the SDKs constitutes health information) and advice, and for any clinical reports, health assessments, health care plans, treatment plans, clinical advice, suggestions, exercises, regimes, recommendations, services, clinical or remedial procedures, prescriptions and health services that you provide to any person (individually, a "**Healthcare Service**" and collectively, "**Healthcare Services**"), and for any claims arising in connection with any Healthcare Service that you supply or fail to supply.

9.8. You must indemnify us in respect of any loss and/or damage that we incur in respect of any claim in connection with any Healthcare Service that you provide or fail to provide to any person.

9.9. We do not provide, or represent that we provide, any Healthcare Service and we are not a party to any contract for the provision or receipt of any Healthcare Service. Further, we do not represent or warrant that the AHI Platform and/or the Licensed SDKs or any Users' use of any information generated or provided by them will result in the diagnosis, cure or prevention of any medical disorder or illness or that they are suitable for any End User's specific requirements.

10. Ownership and use of Your Data

10.1. As between you and us, you own all Intellectual Property Rights in Your Data.

10.2. You license us and our suppliers on a non-exclusive, non-transferable, royalty-free basis throughout the Term to use Your Data to provide the Services to you (**Data Licence**). The Data Licence is irrevocable and non-terminable during the Term.

10.3. We shall not be responsible for any loss, destruction, alteration or unauthorised disclosure of any Your Data, except in relation to liability that cannot lawfully be excluded or where caused by our wilful misconduct or intentional misuse of Your Data.

10.4. You warrant and represent that:

(a) Your Data and the collection, processing, storage and/or disclosure of it by us as part of the Services or as otherwise required by Applicable Law will not breach any Applicable Law or right of any person; and

(a) you will ensure at all applicable times that the use, hosting, transmission, modification, processing, collection, holding and disclosure of Your Data via the Licensed SDKs or the AHI Platform does not breach any Applicable Law or any person's rights, and that all relevant consents have been obtained by you as lawfully required for us and our personnel to collect, hold, disclose and otherwise process any Personal Data in the course of performing our obligations or exercising our rights under the Agreement or pursuant to Applicable Law.

10.5. As between you and us, you are solely responsible for the accuracy, legality and quality of all Your Data, for any claims arising in respect of Your Data and for obtaining any permissions, consents, licences, rights and authorisations necessary for us and our suppliers to use, host, modify, hold, transmit, process, store and disclose Your Data in connection with this Agreement.

10.6. If we receive a request from any person for the provision of Personal Data in any Your Data we will forward a copy of the request to you, unless Applicable Law prohibits us from doing so, and you must provide all assistance that we require to comply with our legal obligations in connection with any such request.

10.7. You must indemnify us in respect of any loss and damage that we incur in respect of any claim that any Your Data is lost, unavailable, deleted or corrupted or that the transmission, storage, hosting, disclosure, access or use of Your Data by us or our suppliers, or the processing thereof by us or them, for the proposes of this Agreement, infringes the Intellectual Property Rights or other rights of any person or breaches any Applicable Law, except to the extend caused by our breach of this Agreement.

11. Intellectual Property Rights

11.1. Nothing in this Agreement affects the ownership of any Intellectual Property Rights owned by either party prior to the Commencement Date.

11.2. As between you and us, we own all Intellectual Property Rights in the Licensed SDKs (other than Open Source Software), the AHI Platform and the Documentation, and any updates, upgrades, new versions, and other modifications of the Licensed SDKs, AHI Platform and Documentation. You must not represent that you own the Licensed SDKs, AHI Platform or Documentation or any updates, upgrades, new versions and other modifications of the Licensed SDKs, AHI Platform and/or the Documentation.

11.3. Except as expressly stated herein, this Agreement does not grant you or any third party any rights to or in patents, copyright, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other Intellectual Property Rights or other rights or licences in respect of the Licensed SDKs, AHI Platform or the Documentation.

11.4. You must not directly or indirectly do anything that would or might invalidate, jeopardise, limit, interfere with or put in dispute our or our licensors' ownership in or rights with respect to the Licensed SDKs, AHI Platform or Documentation.

11.5. You may not do or authorise the commission of any act that would or might invalidate or be inconsistent with our or our licensors' Intellectual Property Rights in the Licensed SDKs, the AHI Platform or any Documentation.

11.6. You hereby assign to us all and any Intellectual Property rights that you may have in all and any comments in connection with the Licensed SDKs, the AHI Platform or requests for any new Licensed SDK or AHI Platform features that you or your officers, employees or agents may suggest or create (each, an **Improvement Suggestion**). Each Improvement Suggestion becomes our sole and exclusive property. This assignment is effective as soon as you or your officers, employees, and agents create any Improvement Suggestion or disclose an Improvement Suggestion to us including where applicable under section 197 of the *Copyright Act 1968* (Cth) and in equity. You must execute and procure from your officers, employees and agents the execution of any documentation reasonably required by us to give effect to: (a) the assignment to us of all Intellectual Property Rights that they may have in any Improvement Suggestions; and (b) a waiver for us and any third parties authorised by us to exploit any Moral Rights that they may have in any Improvement Suggestions.

11.7. You must not:

(a) use any of our trade marks or other marks (collectively, **Marks**) without our prior written consent; or

(b) contest any Mark, apply for registration of any Mark or use or apply for registration of any trade mark, trade name, business name, company name or domain name that incorporates any element that is confusingly similar to any Mark.

11.8. Except as expressly provided in this Agreement, you have no rights in respect of any Marks or their associated goodwill. You hereby acknowledge that all such rights and goodwill inure for the benefit of, and are (and will remain) vested in, us.

11.9. We will indemnify you from and against any liability, loss, damage and reasonable costs arising out of any proceeding brought by any third party alleging that you are infringing that third party's Intellectual Property Rights by using the Licensed SDKs in accordance with the Licence (**IP Claim**), provided that:

(a) you notify us immediately upon receipt by you of notice of any IP Claim or upon you suspecting or having reasonable cause to suspect that such an IP Claim may be made;

(b) you do not make any admission or settlement of any IP Claim without our prior written consent;

(c) you give us sole control of the defence and any negotiations for compromise; and

(d) you provide such assistance in connection with the IP Claim, as we may require.

11.10. If the Licensed SDKs becomes the subject of any IP Claim, you must permit us if, and as we consider appropriate:

(a) to replace all or part of the Licensed SDKs with functionally equivalent software;

(b) to modify the Licensed SDKs as necessary to avoid such claim; and/or

(c) to procure a licence from the relevant complainant to allow you to continue using the Licensed SDKs for the balance of the Term.

11.11. If in the above circumstances we are unable to procure for you the right to continue using the Licensed SDKs, or to provide you with functionally equivalent non-infringing software, or to modify the Licensed SDKs, as necessary to avoid the IP Claim, this Agreement and the Licence may be terminated by us.

11.12. Notwithstanding any other provisions of this Agreement, we shall have no liability for or in connection with any IP Claim if such claim is caused by or arises out of:

(a) your use of the Licensed SDKs in combination with software or hardware not supplied or approved in writing by us if such infringement could have been avoided by not combining, operating or using the Licensed SDKs with such software and/or hardware;

(b) any modification of the Licensed SDKs created by any person other than us;

(c) code or content in Your App or the integration of the Licensed SDKs into Your App;

(d) Your Data or any other content or data used or transmitted by, you, your Personnel or any End User;

(e) use of the Licensed SDKs knowingly in breach of any person's rights; or

(f) your breach of any Open Source Licence or this Agreement.

11.13. As between you and us, you, and not us, shall be solely liable for any claims made by any third party in connection with any of the matters referred to in clause 11.12 (a) - (f) and you must indemnify us from and against any liability, loss, damage and reasonable costs arising out of any of those matters.

12. Confidentiality

12.1. Each party (the **first party**) agrees and acknowledges that it may receive information of the other party marked as confidential or has the quality of confidential information during the Term of this Agreement (**Confidential Information**).

12.2. The first party agrees and acknowledges that the Confidential Information of the other party will be received and held by the first party in strict confidence and will not be disclosed by the first party, except:

(a) as required to perform its obligations under this Agreement;

(b) with the prior written consent of the other party;

(c) as must be disclosed by Applicable Law;

(d) where disclosed to its Personnel on a confidential basis;

(e) as required by the rules of any stock exchange; or

(f) as required by a court of competent jurisdiction, and then, only to the extent required, and provided that the first party promptly notifies the other party of such requirement of disclosure and provides full particulars to the other party of the disclosure.

12.3. The first party must use reasonable endeavours to ensure that its Personnel keep the other party's Confidential Information that the first party provides to its Personnel confidential.

12.4. Confidential Information does not include any information:

(a) that is independently developed, obtained or known by the first party, without relying on confidential information received by the first party from the other party;

(b) that the first party can prove was already rightfully known by it at the time of disclosure to it as shown by contemporaneous records;

(c) which is or becomes available to the first party from a third party lawfully in possession of such information and who has the lawful power to disclose such information to the first party on a non-confidential basis; or

(d) that is in the public domain or becomes part of the public domain except where due to a breach of this Agreement or any breach of any obligation of confidence.

12.5. Our Confidential Information includes:

12.5. Our Confidential Information includes:

(a) this Agreement;

(b) all parts of the Licensed SDKs and the AHI Platform (including any designs, graphical user interface, the layout of any elements of the Licensed SDKs, the AHI Platform and the look and feel of the Licensed SDKs, the AHI Platform and any Custom Software);

(c) the Documentation;

(d) all Intellectual Property Rights and any proprietary and technical data, trade secrets, patented and unpatented inventions, discoveries, works, improvements, innovations, ideas, concepts, graphs, flow charts, materials, samples, devices, models, know how, techniques, operations, dealings, processes, procedures, secret formula, computer hardware and software programs and designs, drawings, technology, machinery or equipment used or proposed to be used or developed in connection with the Licensed SDKs;

(e) all advertising and marketing information and material provided by us to you; and

(f) the Object Code and Source Code in the Licensed SDKs and AHI Platform, (collectively, **AHI Confidential Information**).

12.6. The AHI Confidential Information is not your Confidential Information and you must not use, modify, reproduce, release, perform, display or disclose it except as is strictly necessary for you to use the Licensed SDKs in accordance with the Licence.

12.7. You agree that our business involves, among other activities, entering into transactions with third parties who license us to use their software or technology that we use to provide smartphone-based human scanning technology via the Licensed SDKs (**technology licensors**). You irrevocably agree and warrant that you will not, without our prior written consent, during the Term and for 3 years thereafter directly or indirectly, whether alone, with third parties or on behalf of another person or entity, in any capacity:

(a) contact, solicit, accept an approach from, initiate, submit a request for products and/or services to, communicate withand/or enter into any contracts with, our technology licensors

(b) bypass us by entering into any licence or other contract with our technology licensors (whether or not introduced by us to you) for the purpose of gaining any benefit, whether such benefit is monetary or otherwise; and/or

(c) attempt and/or assist, conspire with, aid, prepare or assist any third party to do anything referred to in clauses 12.7(a) and/or 12.7(b).

12.8. You must indemnify us for any loss or damage we incur as a result of your breach of clause 12.7.

12.9. You acknowledge that clause 12.7 is reasonable and necessary to protect our interests and that a breach of clause 12.7 will expose us to substantial loss and damage and that damages may be inadequate to protect our interests. We shall be entitled to seek and obtain injunctive relief or any other remedy in respect of an actual or potential breach by you of clause 12.7. You shall in good faith immediately upon our request, provide access to any documents and information necessary for us to investigate whether a breach of clause 12.7 has occurred.

13. Fees and Payment Terms

13.1. You must pay the Fees to us in accordance with the Payment Terms.

13.2. The Fees are exclusive of GST and you agree to pay to us all applicable GST that we incur in connection with this Agreement. You must pay all applicable GST, at the same time as the Fees, in accordance with the Payment Terms.

13.3. If you fail to make any payment due to us for any undisputed amounts under this Agreement by the due date for payment, then, without limiting our remedies, you shall pay interest on the overdue amount at the rate of 10% per annum (or if such rate is not permitted under Applicable Law, the highest rate of interest that may be charged under Applicable Law). Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment and you shall pay the interest together with the overdue amount upon demand by us.

13.4. If we have not received payment of any Fees by the due date in accordance with the Payment Terms, then without prejudice to any of our other rights and remedies, we may, without liability to you, suspend the operation of the Licensed SDKs, the AHI Platform and/or all or any part of our obligations under the Agreement.

14. Fee Disputes

14.1. If you, acting reasonably, dispute an amount invoiced by us, you:

(a) must pay the undisputed amount of the invoice by the due date;

(b) must notify us of the dispute and the reasons for the dispute within 7 days of receipt of the invoice; and

(c) may withhold payment of the disputed part of the invoice until the dispute is resolved in accordance with clause 26 (Dispute Resolution).

14.2. On resolution of the dispute in our favor, you must pay any additional amounts agreed or determined to be payable, plus interest at the rate of 10% per annum (or if such rate is not permitted under Applicable Law, the highest rate of interest that may be charged under Applicable Law), accruing daily from the date when the invoiced amount was due for payment until the date on which payment is made.

14.3. You shall pay all legal and debt collection fees, costs and disbursements incurred by us in enforcing your payment obligations under this Agreement.

14.4. You must not withhold payment of any Fees except any Fees that are disputed under clause 14.1.

15. Professional Services

15.1. We have no obligation to provide any professional services under this Agreement except as set out in the Commercial Details.

16. Support Services

16.1. We will provide the Support Services in relation to the Licensed SDKs, subject to the provisions of the Service Level Agreement.

17. Training Services

17.1 We will provide you with the allocated number of hours of online-based training set out in the Commercial Details in the use of the Licensed SDKs.

17.2. The start date of the Training Services will be determined by you and us.

17.3. If Training Services are to be provided on your premises, you will be responsible for all reasonable costs and expenses of our Personnel and all trainees in connection with travel to and attendance at the training, including with respect to accommodation, meals and transport (**Expenses**). You must reimburse us for all Expenses that we incur within twenty-eight (28) days of the date of any invoice we issue to you for any Expenses.

18. Software Development Services

18.1. We have no obligation to provide any software development services under this Agreement unless you and we execute a Statement of Work specifying the software development services to be provided and the software to be developed (**Custom Software**).

18.2. You will pay the Fees set out in or referred to in the Statement of Work on a time and materials basis for all time spent carrying out our obligations under this clause 18.

18.3. Except as otherwise agreed in a Statement of Work, we own all Intellectual Property Rights in all Custom Software. To the extent that we do not automatically own all such Intellectual Property Rights, you hereby assign all such Intellectual Property Rights to us. The assignment under this clause 18.3 includes an assignment of future copyright under section 197 of the *Copyright Act 1968* (Cth) and in equity.

18.4. Any Custom Software developed will be subject to the same provisions of the Agreement that apply to Licensed SDKs except as otherwise expressly specified to the contrary in the applicable Custom Development Statement of Work.

19. Third Party Developers

19.1. Under no circumstances may you permit any Third Party Developer to access, download, or use any of the Licensed SDKs or any other product (including Your App) that uses or incorporates any of the Licensed SDKs, unless they are your Third Party Developers who have each entered into a Third Party Developer Licence Agreement.

19.2. You must:

(a) cause each Third Party Developer to enter into a Third Party Developer Licence Agreement with us and provide us with the Third Party Developer Licence Agreement (in the form set out in Annexure A); and

(b) wait for us to approve the Third Party Developer Licence Agreement (in our absolute discretion) and where approved by us, execute the Third Party Developer Licence Agreement, prior to permitting any Third Party Developer engaged by you to access, download or use any of the Licensed SDKs or Your App which uses or incorporates any of the Licensed SDKs.

19.3. Following our execution of a Third Party Developer Licence Agreement that has been executed by your Third Party Developer, we will provide the fully executed copy to you, and such Third Party Developer shall only from that time be deemed to be an Authorised Third Party Developer.

20. Force Majeure Event

20.1. Each party will not be liable to the other party for any breach of this Agreement to the extent that it is caused or contributed to by a Force Majeure Event.

21. Liability

21.1. Except to the extent that such liability cannot be excluded by Applicable Law, neither party is liable to the other party for any Consequential Loss whether arising in contract, tort (including negligence) or otherwise, and whether the loss or damage is foreseeable or not.

21.2. For any loss or damage that is not otherwise excluded by the provisions of this Agreement, our liability is capped, in the aggregate, to the value of the Fees paid by you under this Agreement, and which cap is reduced to the extent that you or any Force Majeure Event caused or were responsible for such loss or damage.

21.3. You hereby indemnify us in respect of all and any loss and damage incurred by us as a result of any breach by you of your obligations under this Agreement or as a result of Your App infringing the rights of any person or breaching any Applicable Law. You warrant and represent that Your App and all use thereof by us for the purposes of this Agreement, will not infringe the rights of any person or breach any Applicable Law.

21.4. Notwithstanding any other provisions of this Agreement, a party's liability is not limited under the Agreement with respect to:

(a) liability under any indemnity specified in the Agreement;

(b) liability that cannot be limited by law; or

(c) liability for the party's wilful misconduct or intentional breach of the Agreement.

22. Warranties and implied guarantees

22.1. Each party warrants that:

(a) it has full capacity, authority and all necessary consents to enter into and to perform this Agreement and to grant the rights referred to in the Agreement and that the Agreement is executed by its duly authorised representative and represents a binding commitment on it; and

(b) it shall comply with all Applicable Laws in the performance of its obligations under this agreement.

22.2. You warrant that your entering into and/or performance of your obligations under this Agreement does not and will not violate or conflict with or result in a breach of, or constitute a default under, or result in the imposition of, any encumbrance under the provisions of your constitution or any contract or other instrument. If any such conflict, breach or default occurs or is likely to occur:

(a) you must immediately disclose full particulars of the actual and/or likely conflict, breach or default and you must indemnify us for any loss or damage that we may incur as a result thereof; and

(b) we may terminate this Agreement by notice to you.

22.3. You warrant that you have made full disclosure to us of all information which would be material to our decision as to whether or not to enter into this Agreement and that the information given by or on your behalf to us to date is true, complete and accurate in all respects and none of that information is misleading whether by inclusion of misleading information or omission of material information or both.

22.4. The goods and services supplied under this Agreement may come with implied non-excludable guarantees which are regulated by the Australian Consumer Law. The extent of the implied guarantees depends on whether you are a 'consumer' of goods or services within the meaning of that term pursuant to the Australian Consumer Law as amended.

22.5. If the goods or services supplied by us to you are supplied to you as a 'consumer' of goods or services within the meaning of that term in the Australian Consumer Law as amended you will have the benefit of certain non-excludable rights and remedies in respect of the goods or services and nothing in the Agreement excludes or restricts or modifies any condition, warranty, guarantee, right or remedy which pursuant to the *Competition and Consumer Act 2010* (Cth) is so conferred. However, if the goods or services are subject to a non-excludable condition, warranty, guarantee, right or remedy implied by the Australian Consumer Law and the goods or services are not ordinarily acquired for personal, domestic or household use or consumption, then pursuant to section 64A of the Australian Consumer Law, we limit our liability for breach of any such non-excludable warranty, guarantee, right or remedy implied by the Australian Consumer Law (other than a guarantee implied by sections 51, 52 or 53 of the Australian Consumer Law) or expressly given by us to you, in respect of each of the goods and services, at our option, to one or more of the following:

(a) if the breach relates to goods:

(i) the replacement of the goods or the supply of equivalent goods;

(ii) the repair of such goods;

(iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or

(iv) the payment of the cost of having the goods repaired; and

(b) if the breach relates to services:

(i) the supplying of the services again; or

(ii) the payment of the cost of having the services supplied again.

22.6. Other than with respect to any non-excludable guarantees implied into this Agreement under the Australian Consumer Law, to the maximum extent permitted by law (and if permitted by law):

(a) all conditions, warranties and guarantees implied in the Agreement are excluded, to the extent possible by law;

(b) we do not represent that the information obtained via the Licensed SDKs or the AHI Platform is accurate, correct, up-to-date or error free;

(c) we do not warrant that any Licensed SDKs or the AHI Platform are error-free or will operate accurately, correctly or without interruption or will achieve your intended results; and

(d) you accept sole responsibility for the selection of the Licensed SDKs and AHI Platform to achieve your intended results and for any results that you, your Personnel or Users obtain therefrom.

23.

Insurance

23.1. Each party will during the Term obtain and maintain the following insurances:

(a) cyber liability and privacy protection insurance in the amount of two million dollars ($2,000,000); and

(b) any other insurance that the party must obtain under Applicable Law.

23.2. For each insurance policy taken out by a party in accordance with this Agreement it will provide the other party (upon request only) with a certificate of currency which identifies the insurer, policy number, term of the policy, type of insurance and limits of liability for the cover.

24. Suspension and Termination

24.1. We have the right to terminate this agreement with 90 days written notice if you fail to grow the subscription base for the CompleteScan Platform in the first 12 months from commercial launch to a minimum of 100,000 active users across the current and new user base (as per Binding Term Sheet Clause 4 (a). For the avoidance of doubt, you will achieve a minimum of 100,000 users (as per Binding Term Sheet Clause 4(b)), 17 months or 12 months from commercial release, whichever is the earlier;

24.2. We may temporarily and/or permanently suspend and/or disable the performance of the whole or any part of any Licensed SDKs, the AHI Platform or Services and/or your Personnel's and Users' access to and use of any Licensed SDKs, the AHI Platform or Services by way of TPM or otherwise if we know or reasonably suspect that:

(a) you are in breach of the Agreement;

(b) any of your Personnel have not used or are not using the Licensed SDKs in compliance with the Licence;

(c) any Authorised Third Party Developer is in breach of the applicable Third Party Developer Licence Agreement; or

(d) we determine that you or any of your Personnel's use of the Licensed SDKs is likely to lead to any third party instituting or threatening legal proceedings against us or any other person.

24.3. A party (the **first party**) may terminate this Agreement by written notice to the other party (the **Defaulting Party**) if the Defaulting Party is in material breach of this Agreement which is not remediable, or if capable of remedy and the Defaulting Party fails to remedy the material breach within seven (7) days of written notice from the first party requiring the remedying of the breach.

24.4. A party may terminate this Agreement by written notice to the other party if the other party suffers an Insolvency Event.

24.5. We may terminate this Agreement, the Licence or our provision of any Services, if:

(a) you undergo a Change of Control without our prior written consent;

(b) you breach, challenge or dispute the validity of any of our Intellectual Property Rights;

(c) you purport to assign any of your rights or novate any of your obligations under this Agreement without our prior written consent;

(d) you breach any Applicable Law or any person's rights; or

(e) a third party provider ceases to provide hardware, software, products, licences or services that we require to comply with our obligations under this Agreement.

24.6. If this Agreement is terminated or expires for any reason:

(a) any rights or obligations that, by their nature, survive termination shall so survive;

(b) you shall promptly return to us all copies of any of our Confidential Information and Documentation in your possession or control, or if required by us, destroy all such copies of our Confidential Information and Documentation;

(c) in the absence of any direction from you within 30 days following termination or expiry of this Agreement, we shall delete all Your Data that remains in our possession or control;

(d) we do not have any obligation to provide you with any refund, except to the extent that we must do so pursuant to Applicable Law;

(e) your right to use and access the Licensed SDKs, the AHI Platform and any Documentation immediately ceases; and

(f) the Licence will immediately terminate.

24.7. If this Agreement is terminated prior to the expiry of the Initial Term or any then current Renewal Term (other than due to our breach of the Agreement), then without prejudice to any of our other rights, you must pay any amounts (collectively, the **Outstanding Amount**) which we calculate or reasonably estimate would have been payable by you under the Agreement for the remainder of the Initial Term (or then current Renewal Term, if applicable) had the Agreement not been terminated. If an Outstanding Amount is payable, we will send you a tax invoice in respect of the Outstanding Amount and you will pay this invoice within twenty eight (28) days. Payment under this clause 24.6 is not intended to be, and will not be punitive and is intended to compensate us for reasonable losses that we will suffer resulting from the early termination of the Agreement.

25. Notices

25.1. All notices required or permitted to be made under this Agreement shall be in writing and may be delivered if: (a) delivered in person; (b) sent by post to the Licensee's postal addresses identified in the Commercial Details; or (c) sent by email to the Licensee's email addresses identified in the Commercial Details. If notice is delivered in person, notice shall be effectively given upon delivery. If notice is sent by post within Australia, notice shall be effectively given the next Business Day after posting if sent by express post, or 6 Business Days after posting if sent by ordinary post. If notice is sent by post internationally, notice shall be effectively given upon the sender receiving confirmation of delivery from the applicable postal service. If notice is sent by email, notice shall be deemed to have been effectively given on the day it is transmitted if the sender receives a read or delivery receipt confirming delivery or receipt of the email or a reply to the email. Any party may change its address for notice hereunder by giving written notice to the other party in accordance with this clause 25.1.

25.2. Text messages, instant messages, messages sent through social media websites, and similar messages are not considered "written" or "in writing" for the purposes of this Agreement.

26. Dispute Resolution

26.1. If a dispute arises between the parties out of or relating to this Agreement (**Dispute**), each party must seek to resolve it strictly in accordance with the provisions of this clause 26. Compliance with the provisions of this clause is a condition precedent to seeking relief in any court in respect of the Dispute, except as otherwise provided in this clause.

26.2. A party seeking to resolve a Dispute must notify the existence and nature of the Dispute to the other party (**Notification**). Upon receipt of a Notification, each party must refer resolution of the Dispute to their chief executives or lawyers.

26.3. If the Dispute has not been resolved within one (1) calendar month of the Notification, then each party will be entitled to pursue such course of action as it determines.

26.4. Nothing in this clause 26 shall limit either party's right to seek urgent interlocutory relief from any court of competent jurisdiction at any time.

27. General

27.1. Assignment: You shall not assign, transfer, license or novate your rights or obligations under this Agreement without our prior written consent. Any such assignment, transfer, license or novation without our prior written consent is void.

27.2. Waiver: No exercise or failure to exercise or delay in exercising any right or remedy by a party shall constitute a waiver by that party of that or any other right or remedy available to it.

27.3. Invalidity: If any provision of this Agreement or its application to any party or circumstance is or becomes invalid or unenforceable to any extent, the remainder of the Agreement and its application shall not be affected and shall remain enforceable to the greatest extent permitted by law.

27.4. Relationship: Nothing contained in this Agreement creates any partnership, employment, joint venture or agency between the parties.

27.5. Entire Agreement: This Agreement is entered into as an agreement. It constitutes the entire agreement of the parties about its subject matter and supersedes all other proposals, prior agreements, oral or written, arrangements, agreements and all other communications between the parties about its subject matter.

27.6. Amendments: This Agreement may be amended only by a written document signed by all parties and a provision of or a right under this Agreement may not be waived or varied except in writing signed by the party to be bound.

27.7. Jurisdiction: This Agreement is governed by the laws in force in Western Australia. Each party irrevocably submits to the jurisdiction of the courts located in New South Wales and/or Western Australia, and the courts of appeal from them in relation to any dispute concerning the Agreement.

27.8. Counterparts: This Agreement may be executed (including via DocuSign or similar) in counterparts provided that no binding agreement shall be reached until the executed counterparts are exchanged. A counterpart of a document exchanged by email shall constitute evidence of the execution of the original.

28. Definitions and interpretation

28.1. In this Agreement, terms in bold font in brackets have the meanings given thereto as set out in the applicable clauses in which they are defined. Any word starting with a capital letter that is not otherwise defined in this document, shall have the meaning given to it in the SLA. In addition, in these Terms and Conditions the following words have the following meanings:

Agreement means: (1) the Commercial Details; (2) the Fee Schedule; (3) these Terms and Conditions; (4) the Service Level Agreement; and (5) the applicable Data Processing Agreement specified in the Commercial Details.

Applicable Law means any applicable act, law, legislation, rule of the general law, including common law and equity, judicial order or consent or requisition from, by or with any governmental agency, including any Data Protection Law in any applicable jurisdiction.

Australian Consumer Law means schedule 2 to the *Competition and Consumer Act 2010* (Cth).

Authorised Third Party Developer means a person who is deemed to be such pursuant to clause 19.3.

Business Day means any day from Monday to Friday in Western Australia, excluding public and bank holidays in Western Australia.

Business Hours means 9:00 am - 5:00 pm on Business Days.

Change of Control means a change in the beneficial ownership of more than 25% of: (a) the issued share capital of a company; or (b) the legal power to direct or cause the direction of the general management of the company.

Commencement Date means the commencement date specified in the Commercial Details.

Commercial Details means the table of this document under that heading.

Consequential Loss means any Loss that is:

(a) indirect or consequential to another loss;

(b) loss or damage being or caused by a loss of revenue, loss of profits, loss of savings or anticipated savings or business, loss of data, loss of opportunity, loss of goodwill or expectation loss;

(c) a special, punitive or exemplary loss or damage (including, without limitation, any penalty or fine imposed); or

(d) a pure economic loss.

Custom Software has the meaning given to it in clause 18.1.

Data Processing Agreement means the applicable data processing agreement(s) specified in the Commercial Details.

Documentation means any information, materials or documents (whether in electronic form or not) referring to or describing the Licensed SDKs, the AHI Platform and/or Services that we provide to you, including pricing, terms, branding, image capture process, image capture onboarding information, SDK code, user experience screens, presentations, IT infrastructure architectural diagrams, testing protocols, testing results with BizBaz. Pte Ltd or partner of BizBaz Pte Ltd, any written specifications, user guides, manuals and explanatory materials.

Fees means the fees, rates and charges that are payable by you to us under this Agreement, as set out in the Fee Schedule or otherwise agreed in writing between you and us.

Force Majeure Event means any act, event, omission, accident or circumstance beyond our reasonable control.

GDPR means the EU General Data Protection Regulation.

GST has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended or replaced from time to time.

Implementation Plan means a written plan agreed in writing between you and us for the integration of the Licensed SDKs with Your App.

Initial Term means the initial term as set out in the Commercial Details.

Insolvency Event means, in respect of a party: (a) the party ceases to carry on business, is unable to pay its debts as and when they fall due, or is deemed to be insolvent or bankrupt; (b) a receiver or a liquidator or provisional liquidator or an administrator is appointed to the party, or an application (including voluntary application filed by that party) is lodged or an order is made or a resolution is passed for the winding up (whether voluntary or compulsory) of that party; (c) where the party is a partnership, the partnership is dissolved or an application is made for its dissolution; (d) the party suspends payment of its debts to the other party, or the party takes the benefit of any law for the relief of insolvent debtors; or (e) anything analogous or having a substantially similar effect to any of the events described in (a) through (d) above occurs under the law of any applicable jurisdiction.

Intellectual Property Rights means all current and future intellectual property rights, including all copyright, patents, trade marks, design rights, trade secrets, domain names, and other rights of a similar nature and all other rights to intellectual property as defined under Article 2 of the Convention Establishing the World Intellectual Property Organization, whether registrable or not and whether registered or not, and any applications for registration or rights to make such an application, anywhere in the World.

Licensed SDKs means the software development kits specified in the Commercial Details, including any new versions, updates, patches, and upgrades. Such SDKs may include: (a) libraries (including any binary libraries); (b) documentation; (c) software; (d) sample code; and (e) other materials supplied by us to you in connection with any such libraries, Documentation and sample code.

Level 1 Technical Support means first level support services including:

(a) providing a suitable mechanism for your Users to be able to report a fault to you in Your App for diagnosis (i.e support hotline, support emails etc); and

(b) basic investigation of faults reported by your Users.

Loss means any direct or indirect loss, cost, expense, penalties, fines, liability or damage including legal costs on a solicitor/client basis and any claim, demand or proceedings brought, or judgment or order obtained, by a third party.

Measurement Error has the meaning given to it in the SLA.

Moral Rights has the meaning given in the *Copyright Act 1968* (Cth).

Object Code means computer code in a form that a computer can execute, when compiled or converted from its Source Code version.

Open Source Licence means the applicable licence that governs Open Source Software.

Open Source Software means any software licensed under any form of open source licence meeting the Open Source Initiative's Open Source Definition (http://www.opensource.org/docs/definition.php).

Parties or **parties** means you and us and Party or party means either you or us as the context dictates.

Payment Terms means any payment terms and conditions set out in the Fee Schedule.

Personal Data has the meaning given in the Data Processing Agreement.

Personnel means officers, agents, employees and subcontractors (excluding any Third Party Developer and Authorised Third Party Developer). We are not your Personnel and you are not our Personnel for the purposes of this definition.

Privacy Act means the *Privacy Act 1988* (Cth).

Product Integration means the process of integrating the Licensed SDKs into Your App(s).

Risk Inference Reference Information means health risk information derived from applying a specific risk study to a set of scan results produced by the Licensed SDKs.

Scheduled Outage means any downtime of the AHI Platform scheduled by us or any of our suppliers in advance with respect to the hosting of the AHI Platform.

Service Level Agreement or **SLA** means the document entitled "Service Level Agreement (SLA)" attached to this MSA.

Services means the Implementation Services, Support Services (as that term is defined in the SLA), the Training Services, the processing of Your Data by the AHI Platform and any other services that we agree to supply pursuant to this Agreement.

Source Code means computer code in human-readable form, that when compiled becomes Object Code.

Statement of Work or **SOW** means a document entitled "Statement of Work" executed by you and us.

Support Request has the meaning given to it in the SLA.

Support Services has the meaning given to it in the SLA.

Term means the Initial Term and any applicable Renewal Terms.

Terms and Conditions means clauses 1 - 28 of this document.

Third Party Developer means a third party software developer engaged or to be engaged by you to provide software development services to you.

Third Party Developer Licence Agreement mean the agreement set out at Annexure A to this Agreement.

User means an end user authorised by you to use Your App.

Your App has the meaning given to it in the Commercial Details.

Your Data means all data entered into the AHI Platform via Your App.

28.2. In this Agreement, the following rules of construction applies, unless the context otherwise requires:

(a) headings and underlinings are for convenience only and do not affect the construction of the Agreement;

(b) a provision of the Agreement will not be interpreted against a party because the party prepared or was responsible for the preparation of the provision, or because the party's legal representative prepared the provision;

(c) currency or "$" refers to Australian Dollars;

(d) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;

(e) a reference to a clause, subclause or paragraph is a reference to a clause, subclause or paragraph of the Agreement;

(f) a reference to a subclause or paragraph is a reference to the subclause or paragraph in the clause in which the reference is made;

(g) a reference to time is to time in New South Wales;

(h) a reference to a person includes a reference to an individual, a partnership, a company, a joint venture, government body, government department, and any other legal entity;

(i) words in the singular shall include the plural and in the plural, shall include the singular;

(j) a provision of the Agreement shall not be construed against a party merely because the party or its solicitors prepared the provision;

(k) the phrases "specified in the Commercial Details" and similar, means specified as being applicable or in the affirmative in the Commercial Details;

(l) the Agreement shall not bind you or us until and unless the "Acceptance" section of the Commercial Details has been executed by both you and us; and the words 'such as', 'including', 'includes' and similar expressions are not used as, nor are intended to be, interpreted as words of limitation and shall be interpreted as if the words "but not limited to" immediately followed them in each case.

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Service Level Agreement (SLA)

1. Definitions and Interpretation

1.1. This Service Level Agreement (**SLA**) forms part of the Agreement. In this SLA, definitions and any rules of construction in the attached Terms and Conditions, are hereby incorporated into this SLA by reference.

2. Availability Target

2.1. We will use our best endeavours to make the AHI Platform Available, as measured over each calendar month during the Term (each such calendar month, a **Service Period**), at least 99% of the time, excluding only the time it is not Available solely as a result of your breach of the Agreement, Your App, a Scheduled Outage, an outage of any infrastructure or hosting service supplied by Amazon Web Services or a Force Majeure Event. '**Available**' means the AHI Platform is available and operable for access by Your App via the Licensed SDKs.

3. Provision of Support Services

3.1. Where Support Services are specified in the Commercial Details, we shall use our best endeavours to respond to any request for:

(a) technical support with respect to any reproducible malfunction in the Licensed SDKs or the AHI Platform that you report to us that prevents the Licensed SDKs from performing materially in accordance with the Documentation (**Software Error**); and

(b) technical support with respect to an anthropometric measurement capture or result, or transdermal optical imaging capture or result (**Measurement Error**), in accordance with the applicable response times specified in clause 6.2 of this SLA (collectively, the **Support Services**).

4. Support Services Conditions

4.1. You must:

(a) provide us with prompt access to your technical environment, including any software, systems, equipment, and networks via remote access, as reasonably required by us to provide the Support Services; and

(b) provide us with access to all of your necessary Personnel and/or documentation as reasonably required by us to provide the Support Services.

5. Technical Support

5.1. The Support Services are limited to the provision of telephone and email support during Business Hours to your designated Personnel approved by us (**Support Staff**) to answer questions from your Support Staff.

5.2. The Support Services will be provided through our technical support hotline (via telephone or email) which operates during Business Hours. A support phone number and a support email address will be provided to you by us through which your Support Staff can request the Support Services referred to in clause 5.1.

5.3. If you require Support Services during the Term, you must notify us that you require technical support (**Support Request**) in accordance with the following procedure:

(a) you must issue a Support Request to us in accordance with clause 5.2;

(b) when issuing a Support Request, you must ensure that you provide to us:

(i) the impacted User's unique identification number as designated by us;

(ii) the make, model and operating system of the impacted User's mobile device (where applicable);

(iii) a detailed description of the Software Error or Measurement Error;

(iv) details of the version number of the Licensed SDK/s that the Personnel or User is experiencing the Software Error or Measurement Error with;

(v) evidence of the Software Error or Measurement Error; and

(vi) any other information reasonably required by us.

5.4. We shall have no obligation to provide any Support Services with respect to the Licensed SDKs or the AHI Platform to any of your Authorised Third Party Developers, Personnel or Users, other than your Support Staff.

5.5. You must provide Level 1 Technical Support to Users.

5.6. We may temporarily suspend the operation of the Licensed SDKs and/or the AHI Platform or your access to them as reasonably required by us to perform the Support Services.

6. Support Service Prioritisation

6.1. We will prioritise support services requested by you under this SLA in accordance with the following severity code classification (as determined by us in our absolute discretion):

- Major (Severity 1) - A Software Error or Measurement Error which either (a) impacts an essential part of Your App; or (b) materially impacts your business operations.
- Normal (Severity 2) - An Error or Measurement Error which either (a) impacts a non-essential part of Your App; or (b) does not materially impact your business operations.

6.2. We will use reasonable endeavors to acknowledge the receipt of any relevant request for Support Services pursuant to this SLA within the following timeframes:

Severity Level	Target Response Time	Target Resolution Time
Severity Level 1	1 Business Hour	1 Business Day
Severity Level 2	4 Business Hours	5 Business Days

The Target Response Time is measured from the time we receive a Support Request. If a support request is sent outside Business Hours it shall be deemed to be received by us at 9.00 am on the next Business Day. The Target Resolution Time is measured from the time we acknowledge receipt of your Support Request.

6.3. We will use reasonable endeavors to resolve the Software Error or Measurement Error (including by providing a workaround) the subject of any Support Request, within the Target Resolution Time.

6.4. Support Levels are defined as:

Level	Provided By	Description
Level 1	You	Your Support Staff provides end user, first line support in accordance with Support Documentation
Level 2	AHI	Our Support Staff to provide support to your Designated Support Staff if a Support Request is unable to be resolved
Level 3	AHI	Our technical support staff to provide support to Level 2 Support Staff.

7. Exclusions

7.1. We shall have no obligation to provide any Support Services or other technical support with respect to the Licensed SDKs or the AHI Platform other than as expressly required pursuant to this SLA. In addition, and without limiting the foregoing provisions, we shall have no obligation to provide Support Services:

(a) for Software Errors or Measurement Errors occurring during a planned or scheduled outage by us or our hosting providers;

(b) with respect to any Software Error or Measurement Error resulting from your and/or your Third Party Developer's, Personnel's or Users' action or inaction;

(c) for errors caused by or in connection with a Force Majeure Event;

(d) any Software Errors or Measurement Errors caused by use of the Licensed SDKs in conjunction with any third-party software;

(e) for Software Errors or Measurement Errors resulting from third party software bugs and defects;

(f) with respect to Software Errors or Measurement Errors caused by or relating to your technical environment;

(g) with respect to any Error or Measurement Error caused by your and/or your Authorised Third Party Developer's Personnel's or Users' breach of the Agreement; or

(h) if you have failed to pay any outstanding Fees to us as and when due and payable.

Annexure A - Third Party Developer Licence Agreement

Third Party Developer Licence Agreement

This Third Party Developer Licence Agreement ("**Agreement**") is made and entered into on [insert date] by and between Advanced Human Imaging Limited ABN 85 602 111 115 of Unit 5, 71 - 73 South Perth Esplanade, South Perth WA 6151 ("**Licensor**") and [insert Third Party Developer name, ABN and address of licensee] ("**Licensee**", "**you**", "**your**").

1. Definitions and interpretation

1. In this Agreement:

'**AHI Software Development Kit**' means one or more software development tools supplied by the Licensor and described by the Licensor as a "software development kit" or "SDK" or that can be used to create applications incorporating smartphone-based human scanning technology. Such software development tools may include:

(a) libraries (including any binary libraries); (b) documentation; (c) software; (d) sample code; and (e) other materials supplied by the Licensor to the Licensee in connection with any such libraries, documentation and sample code.

'**Commencement Date**' means the date on which a copy of the Licensed SDKs are delivered to you or made available to you by the Licensor or the Partner.

'**Confidential Information**' means all information provided by the Licensor to the Licensee in connection with this Agreement where such information is identified by the Licensor as confidential at the time of its disclosure or has the quality of confidential information, but excluding information which is:

(a) on receipt by the Licensee, in the public domain or which subsequently enters the public domain without any breach of this Agreement; or

(b) on receipt by the Licensee, already known by or in the possession of the Licensee and which knowledge or possession can be proven by written contemporaneous records.

Notwithstanding any other provisions of this Agreement, the Licensor's Confidential Information includes the source code in the Licensed SDKs.

'**Documentation**' means any information, materials or documents (whether in electronic form or not) referring to or describing the Licensed SDKs that is provided to you, including any written specifications, user guides, manuals and explanatory materials.

'**Force Majeure Event**' means a circumstance beyond the Licensor's reasonable control, which results in the Licensor being unable to observe or perform on time an obligation under this Agreement.

'**Implementation Audit'** means once the SDK product integration is complete, the Third Party Developer agrees to allow AHI access to a pre-release version of the Third Party Developer Product/s integrated with AHI Licensed SDKs, for the purpose of conducting an Implementation Audit, as documented in Schedule 1 - SDK Implementation Audit Checklist.

'**Intellectual Property Rights**' means all intellectual property rights, including all copyright, patents, trademarks, design rights, trade secrets, domain names and other rights of a similar nature, whether registrable or not and whether registered or not, and any applications for registration or rights to make such an application, anywhere in the World.

'**Licence**' has the meaning given to it in clause 2.2.

'**Licence Period**' means the period commencing on the Commencement Date and concluding upon the conclusion of your engagement with Partner.

'**Licensed SDKs**' means the AHI Software Development Kit, including any new versions, updates, and upgrades.

'**Open Source Licence**' means the applicable licence that governs Open Source Software.

'**Open Source Software**' means any software licensed under any form of open source licence meeting the Open Source Initiative's Open Source Definition: (http://www.opensource.org/docs/definition.php).

'**Partner**' means the third party who engages you, or has engaged you, to integrate the Licensed SDKs into its application.

2. In this Agreement:

(a) a reference to a person includes a corporation or any other legal entity;

(b) a reference to "a party" is to you or the Licensor as the context dictates and a reference to "parties" is to both you and the Licensor;

(c) a reference to currency is to Australian dollars unless specified otherwise;

(d) the term "includes" (or any similar term) means "includes without limitation"; and

(e) a clause of this Agreement will not be interpreted against a party merely because the party prepared or was responsible for its preparation.

2. Third Party Developer

2.1. You have represented to us that the Partner has engaged you to provide software development services that may require or enable you to access, download, and/or use the Licensed SDKs for that engagement (the "**Purpose**").

2.2. Subject to clause 3, the Licensor grants you, for the Licence Period, a non-exclusive, non-transferable, non-assignable, non-sublicensable licence for you to use Licensed SDKs solely for the Purpose ("**Licence**").

2.3. Upon conclusion of the Licence Period, the Licence shall immediately and automatically terminate and you must destroy all and any copies of the Licensed SDKs in your possession or control.

2.4. You may not use the Licensed SDKs beyond the Licence Period without the Licensor's prior written consent.

3. Restrictions on use

3.1. You may not make any use of the Licensed SDKs except as permitted by the Licence. You may not do or authorise the commission of any act that would or might invalidate or be inconsistent with the Licensor's Intellectual Property Rights in the Licensed SDKs. Without limiting the foregoing provisions, you must not (before, during or after the Licence Period):

(a) license, sublicense, resell, assign, transfer, distribute, or provide others with access to, the Licensed SDKs;

(b) "frame", "mirror" or serve any of the Licensed SDKs on any web server or other computer server over the Internet or any other network;

(c) use the Licensed SDKs to develop a competing product;

(d) provide the Licensed SDKs to any subcontractor or contractor without the Licensor's prior written consent;

(e) copy, alter, modify, create derivative works from, reproduce, transfer to a third party, reverse assemble, reverse engineer, reverse compile or enhance the Licensed SDKs (except as expressly permitted by applicable copyright law); or

(f) use the Licensed SDKs in breach of any statute, regulation, law or legal right of any person.

3.2. You must provide the Licensor with access to your business records, equipment (including computer equipment) and premises as reasonably required by the Licensor to inspect the performance of your obligations under this Agreement.

3.3. Certain parts of the Licensed SDKs comprise of Open Source Software. The applicable Open Source Licences govern your use of those parts of the Licensed SDKs. Those applicable Open Source Licences and the components of the Licensed SDKs governed by those Open Source Licences are documented in the *AHI MultiScan SDK Open Source Licences List* which is a separate document that you may request from the Licensor.

4. Intellectual Property Rights

4.1. Nothing in this Agreement constitutes a transfer of any Intellectual Property Rights.

4.2. The Licensor owns all Intellectual Property Rights in the Licensed SDKs and any modifications, including any updates, upgrades and enhancements in the Licensed SDKs.

4.3. As between you and the Licensor, the Licensor owns all Intellectual Property Rights in the Licensed SDKs and the Documentation. You must not represent that you own the Licensed SDKs, the Documentation or any modifications of the Licensed SDKs and/or the Documentation.

4.4. Except as expressly stated herein, this Agreement does not grant you or any third party any rights to or in patents, copyright, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other Intellectual Property Rights or other rights or licences in respect of the Licensed SDKs or the Documentation.

4.5. You must not directly or indirectly do anything that would or might invalidate, jeopardise, limit, interfere with or put in dispute our or our licensors' ownership in or rights with respect to the Licensed SDKs or Documentation.

4.6. You may not do or authorise the commission of any act that would or might invalidate or be inconsistent with our or our licensors' Intellectual Property Rights in the Licensed SDKs or any Documentation.

4.7. You hereby assign to us all and any Intellectual Property rights that you may have in all and any comments in connection with the Licensed SDKs, the Documentation or requests for any new Licensed SDK features that you or your Personnel may suggest or create (each, an **Improvement Suggestion**). Each Improvement Suggestion becomes our sole and exclusive property. This assignment is effective as soon as you or your officers, employees and agents create any Improvement Suggestion or provides an Improvement Suggestion to us including where applicable under section 197 of the *Copyright Act 1968* (Cth) and in equity. You must execute and procure from your officers, employees and agents the execution of any documentation reasonably required by us to give effect to: (a) the assignment to us of all Intellectual Property Rights that they may have in any Improvement Suggestions; and (b) a waiver for us and any third parties authorised by us to exploit any Moral Rights that they may have in any Improvement Suggestions.

4.8. You must not:

(a) use any of our trade marks or other marks (Marks) except as provided for in this Agreement; or

(b) contest any Mark, apply for registration of any Mark or use or apply for registration of any trade mark, trade name, business name, company name or domain name that incorporates any element that is confusingly similar to any Mark.

4.9. Except as expressly provided in this Agreement, you have no rights in respect of any Marks or their associated goodwill, and you hereby acknowledge that all such rights and goodwill inure for the benefit of, and are (and will remain) vested in, us.

5. Confidentiality

5.1. You must not, without the prior written consent of the Licensor, use or disclose the Licensor's Confidential Information unless and to the extent expressly permitted by this Agreement or required by law.

5.2. You may:

(a) use the Confidential Information of the Licensor solely to comply with your obligations and exercise your rights under this Agreement; and

(b) disclose the Confidential Information to a Court but only if compelled by law to do so.

5.3. You must implement and maintain effective security measures to prevent unauthorised use and disclosure of the Licensor's Confidential Information whilst it is in your possession or control.

5.4. You must destroy all Confidential Information (including all copies and notes thereof) of the Licensor in your possession or control, on demand by the Licensor and upon termination of this Agreement for any reason.

6. Responsibility for licenses, authorisations and consents

6.1. You are responsible for obtaining all necessary licenses, authorisations and consents as required to lawfully upload, store or transfer data through or into the Licensed SDKs.

6.2. You must not use the Licensed SDKs in breach of any applicable laws.

6.3. You must indemnify the Licensor for any loss or damage it incurs as a result of your breach of this clause 6.

7. Liability

7.1. To the extent possible by law, the Licensor does not have any liability to you under or in connection with the Licensed SDKs.

7.2. If the Licensed SDKs are supplied to you as a 'consumer' of goods or services within the meaning of that term in the Australian Consumer Law, you will have the benefit of certain non-excludable rights and remedies in respect of the goods or services and nothing in these terms and conditions excludes or restricts or modifies any condition, warranty, guarantee, right or remedy which pursuant to the *Competition and Consumer Act 2010* (Cth) is so conferred. However, if the goods or services are subject to a non-excludable condition, warranty, guarantee, right or remedy implied by the Australian Consumer Law and the goods or services are not ordinarily acquired for personal, domestic or household use or consumption, then pursuant to section 64A of the Australian Consumer Law, the Licensor limits its liability for breach of any such non-excludable warranty, guarantee, right or remedy implied by the Australian Consumer Law (other than a guarantee implied by sections 51, 52 or 53 of the Australian Consumer Law) or expressly given by the Licensor to you, in respect of each of the goods and services, where it is fair and reasonable to do so, at the option of the Licensor, to one or more of the following:

(a) if the breach relates to goods:

(i) the replacement of the goods or the supply of equivalent goods;

(ii) the repair of such goods;

(iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or

(iv) the payment of the cost of having the goods repaired; and

(b) if the breach relates to services:

(i) the supplying of the services again; or

(ii) the payment of the cost of having the services supplied again.

7.3. Other than any non-excludable guarantees implied into this Agreement under the Australian Consumer Law (if any), all conditions, warranties and guarantees implied in this Agreement (including with respect to fitness for purpose) are excluded from this Agreement and the Licensed SDKs are provided "as is" and without any warranty of any kind.

8. Termination

8.1. A party may terminate this Agreement by written notice to the other party (the "defaulting party") if the defaulting party is in material breach of this Agreement which is not remediable, or if capable of remedy where the defaulting party fails to remedy the breach within 14 days of written notice.

8.2. Either party may terminate this Agreement by written notice to the other party at any time.

9. Consequences of Termination

9.1. If this Agreement is terminated or expires for any reason, then, in addition and without prejudice to any other rights or remedies available:

(a) clause 3, 4, 5, 6, 7, 9 and 10 and any other rights or obligations that, by their nature, survive termination, shall so survive;

(b) your right to use the Licensed SDKs immediately ceases and the Licence shall immediately terminate; and

(c) you must immediately destroy all copies of the Licensed SDKs within your possession or control.

10. General

10.1. You must not assign, sublicense or otherwise deal in any other way with any of your rights under this Agreement without the prior written consent of the Licensor. The Licensor may assign or novate its rights or obligations under this Agreement (in whole or in part) at any time.

10.2. Nothing contained in this Agreement creates any partnership, employment, joint venture or agency between the parties.

10.3. The Licensor is under no obligation to provide any maintenance, support, upgrades or updates under this Agreement with respect to the Licensed SDKs.

10.4. This Agreement is the entire agreement between you and Licensor about its subject matter and supersedes all other representations, arrangements or agreements between you and Licensor.

10.5. This Agreement may be amended only by a document signed by the parties and a party's right under this Agreement may not be waived or varied except in writing signed by the party.

10.6. The Licensor will not be responsible for a failure to comply with its obligations under this Agreement to the extent that failure is caused by a Force Majeure Event.

10.7. The laws of Western Australia govern this Agreement and each party submits to the exclusive jurisdiction of the courts located in Western Australia and/or New South Wales, and the courts of appeal from them.

Signed as an agreement.
Signed for and on behalf of **Advanced Human Imaging Limited**
ABN 85 602 111 115 by its authorised representative:

Dr. Katherine Iscoe
CEO

Signed for and on behalf of the Licensee by its authorised representative:

/s/ Hayk Hakobyan

[insert] Hayk Hakobyan
Director
CUSTINTCO PTE LTD,

[The remainder of this page is left intentionally blank]

Schedule 1 - SDK Implementation Audit Checklist

Auditor name: _____

Third Party Developer Company Name: _____

Audit Date: _____

Partner Company Name: _____

Partner Applications integrated with AHI SDKs: _____

SDK(s) audited (include version numbering): _____

- ☐ Within the implemented AHI SDKs there are no bugs or UX/UI blockers (eg all buttons work)
- ☐ No offensive language
- ☐ No unreadable text
- ☐ New User - Able to create a new account
- ☐ New User - Able to create first scan
- ☐ Returning user - Able to create second scan
- ☐ Circumference measurements: 6 scan accuracy test - minimum 97% average accuracy in comparison to ISAK physical measurements
- ☐ Circumference measurements 6 scan repeatability test - minimum 97% average repeatability test

Note: This checklist is to be used for initial Product Integration and, at the discretion of AHI may be used on any subsequent SDK version updates.

There were Non-Conformance's in this audit.

Description of Non-Conformance's (write N/A if 0)

Comments (if applicable)

Auditor Signature: _____

Third Party Developer Representative Name: _____

Third Party Developer Representative Signature: _____

Partner Representative Name: _____

Partner Representative Signature:_____

SCHEDULE 2 - PRICING MODEL & LICENSE FEE

Users	AHI / CompleteScan Pricing
Volume 0 - 50,000 active users	US$6.48 per month per user
Volume 50,001 - 100,000 active users	US$5.99 per month per user
Volume 100,001 - 200,000 active users	US$5.49 per month per user
Volume 200,001 - 500,000 active users	US$4.99 per month per user
Volume 500,001 - 1,500,000 active users	US$3.99 per month per user
Volume 1,500,001 - 2,000,000 active users	US$2.99 per month per user
Volume 2,000,001 - 3,000,000 active users	US$1.99 per month per user
Volume 3,000,000 - 5,000,000 active users	US$1.49 per month per user
Volume > 5,000,001 active users	US$0.99 per month per user
Single scan * (Corporate & Insurance)	US$3.99 initial scan
Single Scan additional ** (Corporate & Insurance)	US$1.99 each additional scan

The above per month, per user pricing is tier based, where the Customer pays the per month, per user price for the first tier, then the per month, per user price for the second tier and so on.

- NB: above revenues are either per month, per user tier based pricing or individual scan-based pricing to be paid to AHI.
- Monthly subscription is based on a fair use policy, allowing the user to take up to 10 facial scans per month and unlimited body scans per month.
- The above pricing is only for the access and use of the BodyScan and FaceScan.
- All above per month, per user pricing is based on a subscription.
- The Customer will pay Advanced Human Imaging an amount of A$1,000.00 per month for external monitoring of the application. (NB: this is an external cost to Advanced Human Imaging with iToc in Queensland, Australia, who monitor the Advanced Human Imaging cloud backend 24 hours a day 7 days a week). If the Customer has 24-hour monitoring in place for their applications, this clause may be removed.

SCHEDULE 3 - PRODUCT INTEGRATION

Milestone	Prerequisites	Milestone Completion Date
Terms Sheet Execution	Nil.	25 June 2021
Integrated Solution Design Scoping	Terms Sheet executed	??
Formal Agreement (includes commercials, data processing, SDK EULA, and support)	Integrated solution designs signed off by both parties	31 March 2022
Product Integration (including QA) and marketing planning	Formal Agreement Executed	??
Target market ready go-live	Product Integration complete	30 September 2022

- The Customer & Advanced Human Imaging will work together to design and implement a full integration.
- Advanced Human Imaging will make available to the Customer the SDK kits at no cost to the Customer. This is based on the current Advanced Human Imaging functionality. Any additionally functionality required by the Customer would be built at an agreed cost or can be built in conjunction with the Customer's development team at an agreed cost.
- The parties will work together to deliver a market ready product not later than 30 September 2022.
- Advanced Human Imaging will make its continued platform improvements available to the Customer from time to time at no cost to the Customer.

This 3rd Supplemental Agreement is made this 01 day of November 2022

Between

(1) **WILLIS TOWERS WATSON HEALTH AND BENEFITS (SG) PTE LTD**., a company incorporated in Singapore and having its registered address at 21 Collyer Quay, #09-101, Singapore 049320 ("**Willis Towers Watson**") of the one part; and

(2) **Wellteq Pte Ltd**, a company incorporated in Singapore, having its principal place of business at CIDC Building, 90 Eu Tong Sen Street, #03-02B, Singapore 059811 ("**Vendor**") of the other part.

Whereas

(1) Vendor and Willis Towers Watson have entered into a Collaboration Agreement ("Collaboration Agreement") dated 21st February 2020 (as amended subsequently on 28th August 2020) in relation to the provision of the Vendor wellness solution to their employees.

(2) Vendor and Willis Towers Watson entered the 1st supplemental agreement dated 1st August 2020 and subsequently entered into the 2nd supplemental agreement dated 24th September 2021 ("**Supplemental Agreement**") to document the engagement of Vendor by Willis Towers Watson for the provision of the certain Services and Deliverable Items as described in the Appendix of the Supplemental Agreement (the "**Services**"). The fee and payment of the Services between Willis Towers Watson and Vendor are set out in the Appendix of the Supplemental Agreement.

(3) Now, Vendor and Willis Towers Watson wish to enter into this 3rd Supplemental Agreement to extend the duration of the Services.

Now, therefore, in consideration of the mutual covenants set forth herein and for the other good and valuable consideration, the parties mutually agreed that:

The duration of the Services shall be for a further period of 12 months, effective from 1st January 2023 to and including 31st December 2023. Willis Towers Watson shall have the right to terminate or suspend the Services and/or the Supplemental Agreement and/or this 3rd Supplemental Agreement by giving a 60-day written notice to Vendor. For the avoidance of doubt, the Services and the Fees shall remain unchanged and subject to the provisions in the Appendix of the Supplemental Agreement; except for the minor changes to the fees which are documented in the appendix to this 3rd Supplemental Agreement.

MISCELLANEOUS:

1. Interpretation

In this 3rd Supplemental Agreement, words and expressions defined in and rules of interpretation set out in the Collaboration Agreement and the Supplemental Agreement shall have the same meaning and effect when used in this 3rd Supplemental Agreement except where the context requires otherwise.

2. Entire Agreement

This 3rd Supplemental Agreement contains the whole agreement between the parties with respect to the subject matter herein and replaces all previous written or oral agreements relating to the subject matter herein.

3. Amendment and Review

Except to the extent expressly amended and supplemented by this 3rd Supplemental Agreement, all terms and conditions of the Collaboration Agreement and the Supplemental Agreement shall remain unchanged and in full force and effect. This 3rd Supplemental Agreement, the Collaboration Agreement and the Supplemental Agreement shall be read and construed as one and the same document and this 3rd Supplemental Agreement shall be considered to be a part of the Collaboration Agreement and the Supplemental Agreement.

4. Effective Date

The amendments provided for in this 3rd Supplemental Agreement shall take effect on the date above written.

5. Governing Law

This 3rd Supplemental Agreement and any dispute or claim arising out of, relating to or in connection with it shall be governed by, and construed in accordance with, the laws of the Republic of Singapore.

6. Notices

All notices, approvals, consents or other communications in connection with this 3rd Supplemental Agreement shall be given in a manner as previously agreed upon between the parties.

7. Third-Party Rights

No person who is not a party to this 3rd Supplemental Agreement shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this 3rd Supplemental Agreement.

8. Counterparts

This 3rd Supplemental Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, but all the counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this 3rd Supplemental Agreement the day and year first above written.

SIGNED BY Jeames Gillett	/s/ Jeames Gillett	)
for and on behalf of		)
WELLTEQ PTE LTD		)
In the presence of: -		)
Dated; -	11/11/2022	)
SIGNED BY Cedric Luah	/s/ Cedric Luah	)
for and on behalf of		)
WILLIS TOWERS WATSON HEALTH AND BENEFITS (SG) PTE. LTD.,		)
In the presence of: -		)
Dated; -	11/11/2022	)

Appendix

No	Service	Description	Unit
1	Wellteq Mobile App Access	● 12-month subscription Jan 2023 to Dec 2023 (smartphone app and technical user support) to all WTW colleagues in Asia & Australasia ● Unlimited usage WTW population ● Billing based on total headcount of 6,259 employees in Asia & Australasia	SGD45,064.80 *(SGD0.60 PEPM)*
2	Rewards & Incentives	● Surprise and delight prize fund for employee rewards ● Allocation considered for 2 team programs, 4 mini quizzes and 12 months of monthly rewards	*SGD20,000
3	FaceScan - Web	● Access to FaceScan via web URL ● Up to 12,518 web scans (~2 scans per employee)**	-
		Grand total	SGD65,064.80
No	Optional		
1	Webinars	● 60-min webinars on various wellbeing topics ● Email and in-app communications to promote webinars	SGD1,000
2	FaceScan - Web	● Access to FaceScan via web URL	USD5 per scan
3	FaceScan - application	● Access to FaceScan enabled through the application	USD5 per scan
4	BodyScan - application	● Access to BodyScan enabled through the application	USD5 per scan

* *the budget allocated for rewards & incentives may vary due to conversion rates and changes to program plans. FX rate will be taken at the first day of the beginning of the quarter for all pre-paid quarterly reward allocations.*

** *access to FaceScan to be restricted by WTQ when the limit is reached*

Notes:

Billing arrangement:

- For Item 1: upfront full payment due by Dec 2022
- For Item 2:
    - upfront 10% payment (i.e., SGD2,000) due by Dec 2022
    - WTQ to bill remaining amount by per quarter based on actual spending in 2023

LETTER OF ENGAGEMENT

Singapore's leading fitness provider, Ufit, wishes to engage wellteq Pte Ltd to deliver wellness engagement services to 4,000 employees of one of their clients UBS Singapore. For a term of 36 months, commencing 1 February 2021, wellteq are delivering their wellness platform which will include up to 4 group engagement programs per year, client admin dashboard and minor customisation as detailed in the Services.

Parties

(1) WellteQ Pte Ltd (Company Number 201327837R) of 90 Eu Tong Sen Street, #03-02B, Singapore 059811 ("Company" or "WellteQ")

and,

(2) "Client" whose details are

Company Name	UFIT PERFORMANCE PTE LTD
Company ID / Organization Number	201837451N
Address	21CLUB STREET
City	SINGAPORE
Zip/Post Code	069410
Country	SINGAPORE

and,

(3) "Customer" who is UBS Bank Singapore

1. Service

WellteQ is a technology company, their Service specializes in digital corporate wellness programs and data analytics. WellteQ offers a suite of wellness engagement programs configurable to each client's preferences and delivered through proprietary technology systems. To participate, users connect main brand wearables or activate their smartphone activity tracker with their mobile application and participate in gamified and themed health improvement programs. On a daily basis users engage with their newsfeed to implement personalised tools and tips via their digital wellness coach or access wellbeing content to improve their health literacy. Users data is captured throughout the program, analyzed and displayed in de-identified, aggregate dashboards for client administrators. Deeper advanced data analytics can be made available to investigate how wellbeing data can surface business insights.

UFit wishes to engage WellteQ Services to provide their Customers 4,000 employees in Singapore. WellteQ will deliver 36 months access to the wellness platform including up to 4 group engagement programs per year and a client admin dashboard. WellteQ is including complimentary click-to-call function and will be governed by Schedule 1 and Schedule 3 (the Services).

The Services will commence for the Client from the Agreed start date on lst February 2021. Where permitted, some WellteQ communication materials, reporting and platform interface can be adjusted within set parameters. Customization requests outside these parameters will incur additional alteration fees outlined below.

Pricing

The following is a price list for the Services to at least 4,000 UBS employees in Singapore. Prices are quoted in Singapore Dollars (SGD) and exclude any applicable taxes, duties or tariffs.

Service	Description	Unit	Total per annum
SETUP (one off)			
Configuration	• **Logo in-app** • **Full launch and release material including internal comms templates and marketing collateral** • **Configuration of EAR number or gym phone number into click-to-call function**	**1**	**$999**
ANNUAL			
SaaS User	• **12-month subscription (smartphone app and technical user support)** • **Unlimited usage for at least 4,000 employees** • **4x group engagement programs (of your choice)** • **Digital health coach** • **Personalised content news feed** • **Healthy habits - self set up 7 day challenges to compete with colleagues across sleep, steps, stairs or active minutes** • **Health Risk Assessment (HRA)**	**$1.50/user/month**	**$72,000**
Corporate Admin Portal	• **12 months subscription (24/7 browser access)** • **Event scheduling, user messaging, baseline engagement stats** • **One user access license** • **Gold account management support (fortnightly cadence calls)**	**$200/month**	**$2,400**
Annual Total			**$75,399**

Design and development work outside the agreed scope above incurs additional fees of SGD $120/hr or otherwise arranged, Any and **all** confirmed works cancelled without a minimum of 23 days' notice shall be billed at the full agreed rate. Delays to commencement of greater than 90 days attract a change fee to the value of 10% of year one invoices.

2. Payment terms

Payment Currency is Singapore dollars (SGD) and excludes GST, Payment terms are 28 days from date of invoice and be transferred into WellteQ' s nominated bank account. Any transaction fees are the responsibility of the Client. Any objection regarding the invoice must be put forward within 10 days from the date of invoice.

Annual SaaS costs quarterly in advance.

3. Intellectual Property Rights

WellteQ retain without limitation all intellectual property rights, title and interest in and to all aspects of the Service. All data created by running the program remains the property of WellteQ.

For the purposes of this Clause 3, "Intellectual Property Rights" includes without limitation any patent, copyright, design right, trademark, service mark, trade dress, trade name, goodwill, geographical indication, integrated circuit layout-design right, know-how, confidential information, trade secret, technology research, development or planning and any application (whether pending, in process or issued) for any of the foregoing, and any other industrial, intellectual property or protected right similar to the foregoing (whether registered, registrable or unregistered) in any country and in any form, media or technology now known or later to be developed.

Nothing in this agreement may be construed as granting or conferring on you any proprietary rights, licences or other rights in any Background IP provided by either Party other than the rights expressly granted under this agreement.

Neither Party is permitted to, or attempt to reproduce, decompile, disassemble, reverse engineer, copy, modify or use any of the other Party's Intellectual Property including but not limited to content, material, trademarks, logos, domain names or other distinctive brand identifiers, features, layout or appearance, computer software, source code, trade secrets or working papers of either Party or their supplying Partners.

4. Privacy and Confidentiality

All Client information is held and administered according to WellteQ's privacy policy listed in full on our website, please refer to the website http://wellteq.co/privacy-policy/ - for the current version of this policy

During the course of business, confidential information regarding each Party will be known to the other Party. The Parties agree that such information must not be shared with any third party unless written confirmation from the other Party is obtained.

WellteQ acknowledges that in connection with delivering WellteQ Services to the Client, WellteQ employees may receive or come in contact with, or have some administrative control over sensitive, confidential or proprietary information concerning the business of the Client and its customers and vendors. Confidential information includes, but is not limited to information about employees, lists of current and potential customers, financial information, Human Resources information, business processes or contracts. WellteQ, its agents and employees will not use or disclose confidential information except for the purpose of performing the services for the Client according to this Agreement. Wellteq, its agents and employees shall take reasonable administrative measures, to prevent the use or disclosure of any Confidential Information.

All WellteQ employees are bound by the confidentiality stated in this Agreement.

6. Notices

All Notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or delivered by express mail services or e-mail on the date of sending the letter or e-mail. The parties agree that future Notices and Adjustments to this Agreement will be handled by:

The Client represented by:
Simon Porter, Head of Corporate Wellness, UFit
simon@ufit.com.sg. T: +65 8224 3799

wellteQ represented by:
Scott Montgomery, CEO, WellteQ
scott.wellteq.co. T: +65 8456 3858

This Agreement has been agreed and executed by authorized representatives.

WellteQ Pte Ltd

Date: 01/21/2021

/s/ Scott Montgomery
Scott Montgomery, CEO

Client

Date: 01/21/2021

/s/ Simon Porter
Simon Porter, Head of Corporate Wellness

Private and Confidential

13 August 2020

Jeames Gillett
WellteQ Australia Pty Ltd
283 Rokeby Road, Subiaco, 6008

By email

Dear Jeames,

Letter of Variation

I refer to the agreement between Bupa Wellness Pty Ltd (ABN 67 145 612 951) of 33 Exhibition Street, Melbourne, Victoria, 3000 ("**Bupa**") WellteQ Australia Pty Ltd (ACN 619 154 120) of 283 Rokeby Road, Subiaco ("**Partner**") dated 25 September 2018 ("**Agreement**").

The Agreement is set to expire on 31 July 2020.

The parties wish to extend and vary the Agreement as follows:

1.Contract Details	Delete "Term" and replace with the following: *"This agreement commences on 1 August 2020 and will continue for thirty-six (36) months until 31 July 2023."*
2. Schedule 2 – Fees	Delete clause 1.1 on "Minimum Fee" and replace with the following: ***Minimum Fee*** *AWS hosting cost of more than $500 per month + 10% management fee Two dedicated environments – User Acceptance Test + Production* *The Vendor will notify Bupa prior to the AWS hosting cost exceeding the $500 per month and will obtain Bupa's prior approval before incurring any additional cost beyond the $500 per month amount.*
3. Schedule 2 – Fees	Delete clause 2.1 on "Monthly Fee" and replace with the following: ***Monthly Fee*** *Monthly support and maintenance fee include infrastructure performance monitoring, availability monitoring, systems maintenance (OS and library patching) and software deployments – $1,200 per 5000 concurrent users.*
4. Schedule 2 – Fees	Delete clause 3 on "Technical Consultancy"
5. Schedule 2 – Fees	Delete clause 4.2 on 'Software User License"

The other terms and conditions in the Agreement otherwise remain unchanged.

Please arrange for an authorised representative to sign and return a copy of this letter to me as soon as possible.

Yours sincerely,

Shannon Orbons
Head of New Product Growth & Wellness

/s/ Shannon Orbons
08/28/2020 | 3:23 PM AEST

Signed for and behalf of **WellteQ Australia Pty Ltd** (ACN 519 154 120):

Signature: /s/ Jeames Gillett
Position: COO
Name: Jeames Gillett
Date: 08/28/2020 | 3:41 PM AEST

	Master Services Agreement Details
nib - name - ABN - address Contact - name - phone/fax - email	 nib health funds limited 83 000 124 381 22 Honeysuckle Drive Newcastle NSW 2300 Adam Hatfield 0437 235 238 a.hatfield@nib.com.au
Supplier - name - ABN - address Contact - name - phone/fax - email	 Wellteq Australia Pty Ltd ACN: 624539500 283 Rokeby Road, Subiaco, Western Australia 6008 Jeames Gillett 0422 080 282 jeames@wellteq.co
Start Date	1 October 2021
Termination Date	30 September 2024
Services	As set out in the Statement of Works from time to time
Charges	As set out in the Schedule of Charges and Statement of Works
Professional Services	The Services include Professional Services, which are set out in the Statement of Works from time to time
Additional Privacy Requirements	**The Additional Privacy Requirements are applicable to this Agreement**
Member credit card data	**The Services do not require the Supplier to process Member credit card data**
Data Security Obligations	**The Data Security Obligations are applicable to this Agreement**
Outsourcing Obligations	The Outsourcing Obligations are not applicable to this Agreement

IMPORTANT:

- This Agreement is made up of each Statement of Works, the Special Conditions (if any), the Details, the Attachments, the Standard Terms (including the Defined Terms and the Recitals), and any other annexures (if any). All capitalised terms in this Agreement have the meaning set out next to the relevant term in the Details or Defined Terms.

- By signing this Agreement the Parties acknowledge having carefully read and understood, and agree to be bound by, the terms of this Agreement. Persons signing this Agreement warrant that they are an authorised representative of a Party to this Agreement and have authority to bind that Party to the terms of this Agreement.

SIGNED for and on behalf of **nib** by:

Signature /s/ Edward Close
Name Edward Close
Position Chief Executive, arhi
Date 09/28/2021

SIGNED for and on behalf of **the Supplier** by:

Signature /s/ Jeames Gillett
Name Jeames Gillett
Position Chief Operating Officer
Date 09/29/2021

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Recitals

A. The Supplier offers specialist digital wellbeing services.

B. nib wishes to engage the Supplier as a supplier of specialist digital wellbeing services in respect of an Engagement or potentially a number of Engagements.

C. This Agreement sets out the terms and conditions upon which the Services will be performed by the Supplier for nib.

Defined Terms

Additional Privacy Laws	has the meaning given in **Attachment A**.
Additional Privacy Requirements	means the additional privacy obligations relevant to the Additional Privacy Laws, including **Attachment A** (Privacy) which apply to this Agreement where indicated in the Details section of this Agreement.
Agreement	means this master services agreement between the Parties comprising, in decreasing order of priority to the extent of any inconsistency, each Statement of Works, the Special Conditions (if any), the Details, the Attachments, these Standard Terms (including the Defined Terms and the Recitals), and any other annexures (if any) (other than the Special Conditions, if any).
AOC	means an attestation of compliance with the PCI DSS in a form approved by the PCI.
Australian Privacy Legislation	means the *Privacy Act 1988* (Cth), the Australian Privacy Principles, the *Spam Act 2003* (Cth) and the *Do Not Call Register Act* 2006 (Cth), and any applicable state/territory privacy laws or industry codes of practice relating to the handling of Personal Information.
Business Day	means any day other than a Saturday, Sunday or public holiday (in New South Wales).
Calendar Days	means all days in a month, including weekends and holidays.
Charges	means the charges payable by nib for the Services, as set out in the Statement of Works or in the Schedule of Charges (as applicable).
Claims	means claims, demands, debts, accounts, actions, expenses, costs, liens liabilities and proceedings of any nature whatsoever (whether known or unknown), whether arising under contract, in equity, in restitution, or negligence.
Code of Conduct	means the nib Supplier Code of Conduct, a copy of which is available at the following link https://www.nib.com.au/

Confidential Information	means all information provided by one Party (**Disclosing Party**) to the other Party (**Receiving Party**) for or in connection with the Agreement, including: ● information marked as confidential; ● information which by its nature is confidential, is known to be confidential or which the Receiving Party ought to have known was confidential; ● all business plans, technical, financial, commercial or other information disclosed (whether orally, in writing or by any other means) which is marked as being confidential or which the Receiving Party could reasonably regard as confidential; and ● Personal Information, but not including: ● information which at the time of first disclosure is already in the public domain or is generally known or is available by publication, commercial use or otherwise without a breach of this Agreement; ● information which the Receiving Party already possesses at the time of disclosure to it, except through a breach of an obligation of confidentiality by any third party; or ● information which a Party independently acquires, except through a breach of an obligation of confidentiality by any third party.
Data Security Obligations	means the data security obligations set out in **Attachment D** (Data Security Obligations) which apply to this Agreement where indicated in the Details section of this Agreement.
Date for Completion	means the date for completion of the Services (if any) specified in the Statement of Works.
Delivery	means delivery of the Services in accordance with clause 3(b).
Delivery Date(s)	means the date(s) for delivery of the Services (if any) specified in the Statement of Works or any other date for delivery of Services agreed by nib.
Delivery Point(s)	means the place(s) (if any) for delivery of the Services specified in Statement of Works.
Direction	includes any agreement, approval, authorisation, certificate, decision, demand, determination, explanation, instruction, notice, order, permission, rejection, request or requirement.
Dispute	means a dispute arising out of or relating to this Agreement, including a dispute as to breach or termination of this Agreement or as to any Claims.
Engagement	means an engagement of the Supplier to perform the Services, as set out in a Statement of Works.
Engagement Commencement Date	means the date on which an Engagement will commence, as set out in a Statement of Works.

Engagement Termination Date	means the date on which an Engagement will cease, as set out in a Statement of Works.
GST	means a tax imposed under GST Law.
GST Law	has the meaning given in section 195-1 of *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
Insolvency Event	means: ● the Supplier is liquidated, whether compulsorily or voluntarily (other than for the purpose of amalgamation or reconstruction whilst solvent); ● the Supplier enters into any arrangement with creditors; ● the Supplier becomes subject to external administration within the meaning of Chapter 5 of the *Corporations Act 2001* (Cth) including having a receiver or administrator appointed over all or any part of its assets; or ● anything analogous or having a substantially similar effect to the events specified in (a) to (c) above occurs in relation to the Supplier in any jurisdiction.
Intellectual Property	means any item, whether tangible or intangible to which Intellectual Property Rights apply, whether registered or not or capable of registration or not and **Intellectual Property Rights** means all statutory and other proprietary rights in respect of all intellectual or industrial property including all trademarks, patents, copyright, confidential information and all other intellectual property as defined by Article 2 of the Convention Establishing the World Intellectual Property Organisation of July 1967.
Invoice	means an invoice issued by the Supplier under this Agreement for the provision of the supply.
KPIs	means the Key Performance Indicators (if any) set out in the Service Level Requirements (if any).
Law	includes any requirement of any statute, regulation, proclamation, ordinance, by-law or common law, present or future and whether state, federal or otherwise.
Member	means a person who holds a policy of insurance with nib or its Related Entities.
Modern Slavery	means the exploitation of a worker, human trafficking, slavery, servitude, forced labour, debt bondage or deceptive recruiting for labour or services, or similar types of conduct.
Modern Slavery Laws	means any Law which: ● prohibits Modern Slavery and which is applicable or otherwise in force in the jurisdiction: i. referred to clause 24.6, ii. in which nib or the Supplier is registered or conducts business; or iii. in which activities relevant to the Agreement are to be performed, or imposes Modern Slavery reporting obligations on one or both of the parties to this Agreement.

nib	means nib holdings limited and its Related Entities.
nib Policies	means each of nib's policies relating to safety, the environment, quality, energy and purchasing and such other policies as notified to the Supplier by nib, as amended from time to time.
nib Representative	means the person identified in the Details as nib's contact for the purposes of the Agreement, or such other person as nib may notify to the Supplier in writing from time to time.
Outsourcing Obligations	means the material outsourcing obligations set out in clause 12, which apply to this Agreement where indicated in the Details section of this Agreement.
Outsourcing Standard	means the Outsourcing Prudential Standard CPS 231 published by the Australian Prudential Regulation Authority (**APRA**).
Parties	means both the Supplier and nib and **Party** means either one, as the context dictates.
PCI	means the Payment Card Industry Security Standards Council.
PCI DSS	means the Data Security Standard developed by the PCI, as updated from time to time.
People	include employees, agents, consultants and subcontractors of a Party but nib's People does not include the Supplier or it's People.
Personal Data	has the meaning given in **Attachment A**.
Personal Information	has the same meaning as in the *Privacy Act 1988* (Cth).
Professional Services	where the Details section of this Agreement indicates that professional services are relevant to this Agreement, means the professional services described in the Statement of Works.
Related Entity	has the meaning given in section 9 of the *Corporations Act 2001* (Cth).
Schedule of Charges	means the schedule of Charges set out in **Attachment C**.
Services	means the work or services described in the Statement of Works and includes the Professional Services (where applicable).

Service Level Requirements	means nib's standards for performance of the Services (if any) by the Supplier as set out in the Statement of Works.
Site Regulations	means nib's standard contractors site regulations, policies or site specific inductions as amended by nib from time to time.
Special Conditions	means the special conditions of supply of the Services (if any) set out in the Statement of Works.
Standard Terms	means the Standard Terms of Supply of Services, commencing on page 9 of this Agreement, and includes these Defined Terms.
Start Date	means the Start Date of this Agreement, specified in the Details.
Statement of Works	means the document executed between the Parties from time to time that sets out the Services, the Charges and other requirements of the Parties, and which must be in materially the same form as that set out in the Statement of Works Template.
Statement of Works Template	means the template to be used for Statements of Works, as set out in **Attachment B**.
Site	includes any site or premises (whether or not owned by nib) where nib requires or permits the Supplier to perform the Agreement.
Termination Date	means the expiry date of this Agreement (if any) specified in the Details.
Term	Has the meaning given to that term by clause 2.1.
Work	means an idea, method, invention, discovery, design or other work created or made by the Supplier either in performing the Supplier's obligations under this Agreement or relating to or capable of being used in those aspects of the businesses of nib in which the Supplier is engaged.

Standard Terms of Supply of Services

1 Interpretation

1.1 In this Agreement unless the context otherwise requires:

(**documents**) a reference to this Agreement or another document includes any document which varies, supplements, replaces, assigns or novates this Agreement or that other document.

(**references**) a reference to the background, a party, clause, paragraph, schedule or annexure is a reference to the background, a party, clause, paragraph, schedule or annexure to or of this Agreement.

(**headings**) clause headings are inserted for convenience only and must not be used when interpreting this Agreement.

(**person**) a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown and any other organisation or legal entity and their personal representatives, successors and permitted assigns.

(**rights and obligations**) a reference to a right or obligation of a party is a reference to a right or obligation of that party under this Agreement.

(**requirements**) a requirement to do anything includes a requirement to cause that thing to be done, and a requirement not to do anything includes a requirement to prevent that thing being done.

(**including**) including and includes are not words of limitation.

(**corresponding meanings**) a word that is derived from a defined word has a corresponding meaning.

(**singular**) the singular includes the plural and vice-versa.

(**parts**) a reference to one or more things includes each part and all parts of that thing or group of things.

(**rules of construction**) neither this Agreement nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting.

(**joint and several**) an obligation on the part of two or more persons binds them jointly and severally.

(**a statute, code, or other law**) includes regulations and other instruments made under any of them and consolidations, amendments, re-enactments or replacements of any of them.

(**writing**) a reference to a notice, consent, request, approval or other communication under this Agreement or an agreement between the Parties means a written notice, request, consent, approval or agreement.

2 Appointment of Supplier

2.1 This Agreement will commence on the Start Date and expire on the Termination Date (***Term***), unless

(a) it is terminated earlier in accordance with its terms;

(b) it is extended by nib and the Supplier by prior written agreement; or

(c) an Engagement has an Engagement Termination Date which is later than the Termination Date, in which case the Agreement will expire on the Engagement Termination Date.

2.2 When nib wishes to engage the Supplier to perform the Services under an Engagement, the Parties will complete and execute a Statement of Works.

2.3 A Statement of Works forms part of this Agreement and becomes binding on the Parties when it has been signed by nib.

2.4 Notwithstanding any other provision in this Agreement, nib is under no obligation to issue the Supplier with Statements of Works during the Term.

2.5 Nothing in this Agreement is taken to bind nib to an exclusive arrangement with the Supplier in relation to the supply of the Services.

2.6 The Supplier:

(a) represents and warrants that any information provided to nib, during discussions and negotiations regarding this Agreement, as it relates to human rights, labour rights, environment, governance, community or the Supplier's compliance with the Code of Conduct (**Sustainable Practices**) is complete and accurate as at the date of this Agreement; and

(b) agrees to notify nib of any matter that it reasonably believes will materially impact on the completeness and accuracy of the information provided to nib relating to its Sustainable Practices.

3 General Obligations

Subject to clause 2, the Supplier must:

(a) with effect from the Start Date, carry out and complete the Services in accordance with the terms of the Agreement by the Date for Completion; or

(b) supply the Services in accordance with the terms of the Agreement at the Delivery Point by the Delivery Date.

4 Services

4.1 In complying with clause 3 when performing the Services, the Supplier must:

(a) exercise due skill, care and diligence in the performance of the Agreement;

(b) ensure all Services are carried out:

(1) in accordance with the Service Level Requirements (if any);

(2) to a professional standard;

(3) in accordance with all Laws; and

(4) in accordance with the Code of Conduct; and

(c) comply with all reasonable Directions given by nib regarding the performance of the Agreement; and

(d) ensure all Services comply with any specification provided by nib.

Services warranties

4.2 The Supplier warrants that all Services supplied to nib pursuant to this Agreement will be:

(a) performed by People that have all the necessary experience, skill, knowledge and competence to perform the Services;

(b) fit for the purposes set out in this Agreement and otherwise notified to the Supplier by nib (including any purposes described in the Statement of Works); and

(c) complete, accurate and free from any material faults.

General warranties

4.3 The Supplier warrants and represents to nib that:

(a) it has the authority and power to execute, deliver and perform its obligations under this Agreement; and

(b) it has all rights, title, licenses, interests and property necessary to lawfully supply the Services.

No exclusion of implied warranties and conditions

4.4 Nothing in this Agreement excludes any condition, warranty, guarantee, right or remedy implied by any Law for the benefit of a purchaser, including the *Competition and Consumer Act 2010* (Cth).

Subcontracting

4.5 The Supplier may only subcontract parts of the Services and subcontract labour with nib's prior written consent.

Conflicts of interest

4.6 The Supplier warrants at the date of this Agreement and during the Term, the Supplier is not and will not be or become, directly or indirectly, engaged with or concerned or interested in any other business or party or otherwise in circumstances which conflict or cause the Supplier's other obligations or interests to conflict directly or indirectly with the Supplier's obligations under this Agreement.

5 Professional Services

5.1 This clause 5 applies only if the Details section of this Agreement indicates that the Supplier is performing Professional Services.

5.2 The Supplier acknowledges nib is relying on the professional judgment and skill of its People in performing all Professional Services.

5.3 Any Direction by nib, including approval or review, in relation to any Professional Services, is for contract management purposes only and does not relieve or reduce the Supplier's obligations or liability:

(a) under this Agreement; or

(b) as a provider of Professional Services to nib, owing a duty of care to nib.

6 Delays

The Supplier must promptly notify nib if it becomes aware of anything which may delay its performance of the Services

7 Personnel for Services

7.1 nib may direct the Supplier to remove a person from the performance of the Services at its reasonable discretion.

7.2 The Supplier warrants it has the materials, personnel and resources to properly perform the Services.

7.3 The Supplier must ensure the terms of employment for all people performing the Services comply with the relevant Laws governing their employment and must, at nib's request, provide evidence of compliance with this clause.

8 Safety, security and care

8.1 The Supplier must, and must procure that its People, comply with all Laws and all occupational health, safety and environmental and rehabilitation requirements of nib relating to the Agreement, including the Site Regulations and the nib Policies.

8.2 To the extent that the Supplier is performing Services at the Site:

(a) The Supplier must:

(1) avoid damage to property on or near the Site and make good any loss or damage caused to any nib or third party property by the Supplier or its People;

(2) ensure that on completion of the Services the Site is left clean and tidy to the satisfaction of nib; and

(3) only work or enter the Site during the working hours specified by nib and only for the purposes of performing the Agreement.

(b) the Supplier warrants that:

(1) it has fully inspected the Site and reviewed all information provided by nib about the Site; and

(2) it has identified any hazards and provided for all reasonable contingencies that may arise while the Supplier is performing the Agreement at the Site.

(c) if requested by nib, the Supplier and its People must undertake, at the Supplier's expense, a site induction prior to performing any work at the Site to ensure a full understanding of site requirements.

8.3 At all times during the Supplier's performance of the Agreement, the Supplier must, and must procure that its People, comply with all Laws relating, equipment or materials required under the Agreement.

9 Modern Slavery

9.1 The Supplier must ensure that:

(a) in performing its obligations in connection with the Agreement, the Supplier must and will ensure that its People:

(1) do not engage in any conduct or omission which may contravene any Modern Slavery Laws; and

(2) comply with the Code of Conduct as it relates to Modern Slavery; and

(b) it does all things required or necessary to mitigate or reduce Modern Slavery risks in its operations and supply chains and stay in compliance with all applicable Modern Slavery Laws and the Code of Conduct.

9.2 The Supplier must use reasonable endeavours to ensure the terms of the contractual arrangements entered into with any person engaged by the Supplier to provide services in connection with this Agreement, permit the termination of such commitments, where the Supplier has reasonable grounds to believe there has been, or is likely to be, a breach of any applicable Modern Slavery Laws.

9.3 The Supplier represents and warrants to nib that:

(a) neither the Supplier nor its People have been convicted of any offence involving Modern Slavery and human trafficking; and

(b) it conducts its business in a manner that is consistent with Modern Slavery Laws and with the Code of Conduct.

9.4 The Supplier will implement due diligence procedures for its own suppliers and other persons in their supply chain to ensure that there is no, or there is no risk of, Modern Slavery in its supply chains.

9.5 The Supplier must establish and maintain policies and procedures to ensure that the Supplier and its People comply with the obligations set out in clause 9.1(a). The Supplier must ensure that its policies and procedures as contemplated in this clause 8 contain requirements that training will be provided to the Supplier's People, as the case may be, in relation to the matters addressed by those policies and procedures.

9.6 nib may request that the Supplier provide:

(a) evidence of the Supplier's compliance with the Code of Conduct and the Modern Slavery Laws; and

(b) information to enable nib to comply with its own obligations under Modern Slavery Laws.

9.7 The Supplier must provide nib with any information reasonably requested under clause 8.6 as soon as reasonably practicable.

9.8 If nib knows of or has reasonable grounds to suspect a past, present or potential breach by the Supplier or its People of any applicable Modern Slavery Laws or any of their own policies relating to Modern Slavery, in connection with the Agreement, nib may give notice in writing to the Supplier requiring an explanation, copies of documents, and access (for the purposes of interview by internal or external lawyers) to the Supplier's People.

9.9 The Supplier must give such assistance and access to the documents and the Supplier's People as the Company may reasonably require under clause 8.8 and must provide (at the Supplier's cost) all reasonable assistance (including the provision of information) to nib in order to allow them to comply with the nib's obligations under the Modern Slavery Laws.

9.10 The Supplier indemnifies nib and its Related Entities in respect of any liability incurred as a result of the Supplier's breach of clause 9. To the furthest extent permitted by Law, and notwithstanding any other provision in this Agreement, the Supplier's obligation to indemnify under this clause 9.10 is not limited to any contractual limit on liability.

9.11 If the Supplier is in breach of this clause 9, nib may notify the Supplier of the breach and require the Supplier to, within 20 business days, undertake remedial action to rectify the breach, ensure its compliance with Modern Slavery Laws and/or the Code of Conduct (as applicable) and minimise the risk of Modern Slavery within the Supplier's supply and value chains.

9.12 If a Supplier fails to undertake the remedial action as required in clause 9.11, nib may terminate this Agreement with immediate effect by giving written notice to the Supplier.

10 Privacy

10.1 The Supplier agrees to comply with:

(a) this clause 10 in relation to any Personal Information; and

(b) if the Details provide that the Additional Privacy Requirements are applicable, **Attachment A** in relation to any Personal Data,

it receives from nib, or in connection with the Services to be provided under this Agreement.

10.2 Each Party agrees that, in addition to any other standards of confidentiality or privacy agreed between the parties, each will:

(a) only use the Personal Information for the purpose of fulfilling its obligations under this Agreement;

(b) take reasonable steps to ensure that the Personal Information is protected against misuse and loss, and from unauthorised access, modification or disclosure (including ensuring that, where its Personnel may have access to the Personal Information, access is restricted to its Personnel only who require access to it in order to fulfil its obligations to the other party;

(c) comply with all Australian Privacy Legislation and comply with the other party's reasonable instructions to enable this to be achieved;

(d) not disclose any Personal Information without the other party's prior consent (except to the individual to whom the Personal Information relates) and notify the other party immediately if it becomes aware that a disclosure of Personal Information may be required by Law and or at the direction or order of a court of competent jurisdiction, or has been made in breach of this clause 8 or any Australian Privacy Legislation; and

(e) handle Personal Information in a manner as reasonably directed by the other party from time to time, provided that the direction will not cause it to breach any Australian Privacy Legislation.

10.3 The Parties will:

(a) not do anything with the Personal Information they receive under this Agreement that will cause the other party to breach its obligations under any Australian Privacy Legislation;

(b) reasonably cooperate with each other to resolve any complaint made under any Australian Privacy Legislation in connection with this Agreement, and provide other reasonable assistance required for the parties to comply with any Australian Privacy Legislation relating to the collection, handling, use or disclosure of Personal Information under this Agreement;

(c) notify each other party promptly of any threatened, suspected, or actual breach of this clause 9 (including, where the Details provide that the Additional Privacy Requirements are applicable, **Attachment A**); and

(d) where the Details provide that the Additional Privacy Requirements are applicable, comply with the terms of Attachment A.

10.4 Notwithstanding any other provision in this Agreement, nib may terminate this Agreement without liability if it determines that the Supplier has breached any provision of this clause 10 (including, where the Details provide that the Additional Privacy Requirements are applicable, any provision of **Attachment A**).

10.5 nib will notify Supplier of such breach, and Supplier will immediately take reasonable steps to remedy the breach or end the breach, as applicable.

10.6 Where the Details provide that the Supplier will process Member credit card data:

(a) the terms "Personal Information" and "Personal Data" include Member credit card data;

(b) the Supplier is solely responsible for the security of all Member credit card data that is collected, processed or stored on behalf of nib; and

(c) the Supplier must provide a copy of its AOC to the nib Representative prior to the commencement of the provision of the Services and annually thereafter prior to expiry of each AOC.

11 Confidential Information and Intellectual Property

11.1 If either Party or its People have access to any of the other Party's Confidential Information, the Receiving Party must:

(a) keep the Confidential Information confidential; and

(b) not disclose the Confidential Information to any third party, without the written consent of the Disclosing Party.

11.2 The Supplier warrants it will not infringe any third party Intellectual Property Rights in performing the Agreement. The Supplier indemnifies nib against any Claims which may be brought against nib for an infringement of Intellectual Property Rights by the Supplier or its People.

11.3 If the Supplier or its People (alone or with others) during the Term makes or creates any Work the Supplier will disclose promptly full details of the Work to nib and all rights in it will belong to nib. However, nib will not obtain Intellectual Property Rights in:

(a) any antecedent methodologies or templates used to develop or deliver the Work; or

(b) any general methods of working developed by the Supplier.

11.4 The Supplier must:

(a) assign to nib all rights, title and interest in any current or future Work which is or may become a copyright work anywhere in the world; and

(b) will consider itself a trustee for nib in relation to all such Works.

11.5 The Supplier must in either case at the request of nib do everything necessary to vest all rights, title and interest in any Work in nib or its nominee absolutely and to secure patent or other appropriate forms of protection for the Work anywhere in the world.

11.6 The Supplier must not do or fail to do anything which would or might prejudice the rights of nib under this clause 11.

12 Outsourcing Obligations

12.1 This clause 12 is binding on the parties where the Details provide that the Outsourcing Obligations apply to this Agreement.

12.2 The Supplier acknowledges that:

(a) nib is required to comply with the Outsourcing Standard; and

(b) under the terms of the Standard, nib must ensure that the Supplier complies with certain requirements as set out in this clause.

12.3 The Supplier:

(a) will comply with all requests of nib in relation to its compliance with the Outsourcing Standard as it applies to this Agreement; and

(b) acknowledges that APRA may request:

(i) documentation and information relating to this Agreement from the Supplier; and

(ii) to conduct on-site visits to the Supplier if APRA considers this necessary in its role as prudential supervisor.

(c) will:

(i) provide APRA with access to any documentation and information; and

(ii) allow APRA to undertake such visits,

as requested by APRA in relation to the Outsourcing Standard as it applies to this Agreement

12.4 The Supplier agrees will not disclose to any other person or advertise that APRA has:

(a) requested access to the Supplier's documentation or information; or

(b) undertaken a site visit of the Supplier,

except to the extent necessary to comply with any legal or contractual obligation binding on the Supplier.

12.5 Subject to the Supplier's compliance with its obligations under clause **Error! Reference source not found.**, where the Supplier subcontracts any part of the Services to a subcontractor (**Outsourced Function**), the Supplier remains responsible for the Outsourced function as if it were performing the Outsourced Function itself, and indemnifies nib for any losses or Claims arising out of related to any failure of the subcontractor in relation to the Outsourced Function.

13 Variations to the Services

13.1 nib may direct the Supplier to vary the Services including:

(a) increasing or omitting part of the Services; and

(b) carrying out additional work.

13.2 The Supplier must not vary the Services without nib's prior written approval.

13.3 If nib directs the Supplier to vary the Services in accordance with clause 13.1, the Parties shall negotiate in good faith to determine the value of a variation and after taking into account the Supplier's applicable rates and prices.

14 Indemnities and insurance

14.1 The Supplier indemnifies nib and its People from and against any Claims arising as a direct or indirect result of:

(a) any breach by the Supplier (or its People) of this Agreement; or

(b) any negligent, unlawful or wilful acts or omissions of the Supplier or its People,

except to the extent the Claim arises solely as a result of nib's negligence or breach of the Agreement by nib.

14.2 During the Term the Supplier must maintain:

(a) workers compensation insurance as required by applicable Laws for all personnel performing any work under the Agreement;

(b) public liability insurance providing a minimum indemnity limit of $20 million;

(c) if the Agreement includes the supply of Professional Services, professional indemnity insurance providing a minimum indemnity limit of $10 million;

(d) for any motor vehicles brought onto the Site, third party property damage motor vehicle insurance;

(e) cyber insurance providing a minimum indemnity limit of $1 million; and

(f) any other insurance required by nib (acting reasonably).

14.3 The professional indemnity policy referred to in clause **Error! Reference source not found.** must cover all Professional Services and be a claims-made policy. For 7 years after termination or expiry of this Agreement, the Supplier must maintain the contract of professional indemnity insurance or obtain run-off professional indemnity insurance.

14.4 All policies of insurance must be with an insurer approved by nib, whose approval will not be unreasonably withheld.

14.5 The Supplier must notify nib in writing within 5 Business Days if any of its policies of insurance lapse, are cancelled or if there have been claims on the policies which erode the indemnity limit by more than 50%.

14.6 The Supplier must produce certificates of currency for each policy of insurance to the nib Representative prior to the commencement of the provision of the Services, and prior to the expiry of each policy.

14.7 During the Term, the Supplier must ensure that any motor vehicles brought onto the Site are covered by a current and adequate third party property damage motor vehicle insurance policy.

15 Acceptance Testing

15.1 nib may conduct such acceptance tests, or require the Supplier to conduct such acceptance tests on the Services as determined by nib, including:

(a) operational and functional tests; and

(b) tests that are sufficient to determine whether the Services meet the requirements of this Agreement, including any Statements of Work.

15.2 The Services will be deemed to have passed the acceptance tests, unless nib notifies the Supplier within 14 Calendar Days of the testing becoming available, that the Services have not passed the acceptance test.

15.3 Without limiting any other rights and remedies available to nib, if nib is not satisfied that the Services have passed the acceptance tests, nib may;

(a) require the Supplier to promptly modify or replace the Services (withing a further period of time determined by nib, acting reasonably), so that the Services will pass the acceptance test, in which case nib may perform acceptance tests on the modified or replaced Services; and

(b) if, after being given a further opportunity to modify or replace the Services in accordance with clause 15.3(a), the Services still do not pass the acceptance tests nib may:

(1) terminate this Agreement and any Statements of Work by giving 10 Calendar Days' notice to the Supplier in writing; or

(2) accept the failed Services, in which case the Supplier must refund or pay to nib the fees that nib notifies the Supplier are attributable to the failed portion of the Services.

16 Payment

16.1 nib is only required to pay the Supplier:

(a) for lump sum Charges, when the whole of any Services identified as included in that lump sum is delivered or complete; or

(b) for schedule of rates charges, for the Services completed at that schedule of rates.

16.2 If the Statement of Works does not contain specific payment dates and amounts, the Supplier must submit a claim for payment for each month in which the Supplier is carrying out Services.

16.3 The Supplier's claim must contain enough information (including nib's purchase order number) for nib to verify the amount payable to the Supplier.

16.4 nib will pay the Supplier's claim within 30 calendar days of receipt of a tax compliant invoice issued in accordance with the relevant Statement of Works. Should nib dispute an invoice in part or in full nib will notify the Supplier in accordance with clause 20.

16.5 With prior notice to the Supplier, nib may deduct from an amount payable to the Supplier under the Agreement any amount which is, payable by the Supplier to nib, or which is otherwise entitled to deduct.

16.6 The Supplier acknowledges that its rates and prices (including any lump sum price) for the Services include the cost of everything associated with or necessary for the proper performance of the Services.

16.7 Payments by nib are on account only and do not evidence nib's acceptance of the Services.

16.8 The Agreement rates and prices will not be adjusted for rise and fall unless the Agreement expressly states that it is subject to rise and fall.

16.9 The Supplier must provide nib with written details of a bank account to enable nib to make payments under this Agreement to that account by electronic funds transfer.

17 Goods and Services Tax (GST)

17.1 Unless expressly stated otherwise, all amounts payable or the value of other consideration provided in respect of supplies made under or in accordance with this Agreement are exclusive of GST. If GST is levied or imposed on any supply made under or in accordance with this Agreement, the amount payable or the value of the consideration provided for that supply shall be increased by the amount of the GST levied or imposed.

17.2 Where a party must reimburse or indemnify another party for a loss, cost, expense or other amount incurred, the amount to be reimbursed or indemnified must first be reduced by any input tax credit available to that party and, if it is a taxable supply, must be increased by the GST payable for that supply.

17.3 Where a party makes a taxable supply under or in accordance with this Agreement, that party shall provide a tax invoice to the recipient for that supply, unless it is a recipient created tax invoice, in which case it will be issued by the recipient of the supply.

17.4 If an adjustment event occurs in relation to a supply under or in accordance with this Agreement, the party making the supply must issue an adjustment note to the recipient for that supply within 28 days after becoming aware of the adjustment, or the recipient requests an adjustment note, whichever is earlier.

17.5 Terms defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth) have the same meaning when used in this clause.

18 Completion of the Services

At the completion of the Services or on earlier termination of the Agreement, the Supplier must promptly:

(a) deliver to nib all materials, documentation and completed things produced by the Supplier as part of the Services. For the avoidance of doubt this excludes working materials and artefacts not required for the functioning of the Services; and

(b) return to nib all materials, documentation and other things provided to the Supplier by nib for the purposes of the Agreement.

19 Suspension

19.1 The nib Representative may direct the Supplier to suspend the whole or part of the Services for any reason for a period nominated by the nib Representative.

19.2 If the suspension is directed because of a default or act or omission by the Supplier or its People, the Supplier is not entitled to make a claim against nib for any additional costs losses or damages it may incur or sustain in connection with the suspension.

19.3 If nib becomes aware that any reason for suspension no longer exists, it will notify the Supplier in writing and the Supplier must recommence the performance of the Services as soon as practicable.

19.4 If the performance of the Services is suspended for any reason other than a default or act or omission by the Supplier or its People, the Supplier will be entitled to request an extension of time for the completion of the Services not exceeding the period of suspension.

19.5 The nib Representative will determine the length of the extension (if any) having regard to the Supplier's circumstances and acting reasonably.

19.6 If the Supplier is unable to recommence the Services within such reasonable period as the nib Representative may notify, nib may terminate the Agreement, or the relevant Statement of Works, immediately by giving written notice to the Supplier, in which case the Supplier will be entitled to payment for any Services properly completed under the Agreement up to the date of termination, but will not be entitled to make any other claim against nib arising from the termination.

19.7 The exercise of the right of suspension does not affect any other right which nib has to terminate the Agreement.

20 Dispute resolution

20.1 The Parties will attempt to resolve disputes speedily by negotiation in good faith. Senior personnel nominated by each Party will attempt to resolve the dispute.

20.2 If the dispute is not resolved within 30 calendar days of the commencement of negotiations, either Party may in writing terminate any dispute resolution process and refer the dispute to arbitration or commence court proceedings.

20.3 The Parties must continue to perform their obligations under the Agreement despite the dispute.

21 Termination

21.1 nib may terminate the Agreement, or any Statement of Works (or any part of a Statement of Works) by not less than 30 calendar days' written notice to the Supplier at nib's absolute discretion and at nib's convenience.

21.2 If the Supplier or its People breach the Agreement including failure to perform Services in accordance with the KPIs (if any) described in the Service Level Requirements, nib may:

(a) suspend payment to the Supplier until the breach or default is rectified to the nib Representative's satisfaction; or

(b) immediately terminate the Agreement or the relevant Statement of Works (at its absolute discretion).

21.3 nib may otherwise:

(a) terminate the Agreement immediately by written notice to the Supplier if the Supplier breaches its obligations under clause 4.6, suffers an Insolvency Event or is otherwise unable to pay its debts as and when they fall due; or

(b) terminate the Agreement in accordance with clauses 9.12, **Error! Reference source not found.**, and 19.6.

21.4 On termination of the Agreement, the Supplier will be entitled to:

(a) payment for any Services properly completed in accordance with the Agreement up to the date of termination;

(b) except to the extent already covered by a payment under clause 21.5(a), the costs of materials ordered for the performance of the Agreement provided the Supplier has not prematurely ordered the materials or not able to reasonably allocate the materials to work being performed by the Supplier for a third party.

21.5 Except for the Supplier rights under clause 21.4, the Supplier will not be entitled to make any Claim against nib arising from termination of the Agreement.

22 Joint and several liability

If the Supplier comprises two or more persons, each is jointly and severally liable for obligations and liabilities under the Agreement.

23 Set Off

Despite any other provision of this Agreement nib may set off against any amount due to the Supplier the amount of any Claims by nib under or in connection with this Agreement.

24 General

24.1 (**No partnership**) Nothing in this Agreement constitutes a partnership or joint venture arrangement between the Parties or, except as expressly provided, makes a Party an agent of another Party for any purpose. A Party cannot in any way or for any purpose, bind another Party or contract in the name of another Party.

24.2 (**Remedies cumulative**) The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of the rights, powers or remedies provided by law independently of this Agreement.

24.3 (**Exercise of rights**) A Party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a Party does not prevent a further exercise of that right, power or remedy or an exercise of any other right, power or remedy. Failure by a Party to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

24.4 (**Waiver and variation**) A provision of a right created under this Agreement may not be waived or varied except in writing signed by the party or parties to be bound and unless otherwise expressly stated, the extent of any waiver granted is restricted to the specific breach concerned and does not extend to any further occurrence of the breach.

24.5 (**Indemnities**) Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the Supplier and survives termination of this Agreement.

24.6 (**Governing law and jurisdiction**) This Agreement is governed by the law in force in New South Wales, Australia, and each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of that State and courts of appeal from them.

24.7 (**Notices**) All notices, consents, requests, and approvals given under this Agreement must be in writing and given by personal service, pre-paid postage, or e-mail at the addresses of the parties set out in this Agreement or to the address designated by a party by written notice. Any notice sent by post is regarded as having been received by the party to whom it is addressed on the day which in the normal course of post it would have been delivered.

24.8 (**Entire Agreement**) This Agreement constitutes the sole and entire agreement between the Parties with regard to its subject matter and a warranty, representation, guarantee or other term or condition of any nature not contained or recorded in this Agreement is of no force or effect. Any order or request for Services by nib to the Supplier which purports to incorporate terms other than those set out in this Agreement (including the Supplier's standard terms and conditions of supply) are of no force or effect. This includes any Statement of Work that includes any, or includes a reference to any, terms and conditions that are standard or general in nature (even if such Statement of Works has been signed by nib).

24.9 (**Severability**) A word or provision must be read down or removed if this Agreement is void, voidable, or unenforceable if it is not read down or removed and the provision is capable of being read down or removed without the rest of the Agreement becoming be void, voidable or unenforceable

24.10 (**Conflict**) In the event of a conflict between these Standard Terms set out in this document and the Statement of Works, the Statement of Work shall prevail.

24.11 (**Amendments**) No amendments to this Agreement will have effect unless they are in writing, signed by the parties.

24.12 (**Assignment**) Neither Party may assign its rights or obligations under this Agreement without the express written consent of the other Party, whose consent will not be unreasonably withheld or delayed.

24.13 (**Electronic consent**) If this Agreement is signed by any party using an electronic signature, nib and the Supplier consent and agree:

(a) to enter into this Agreement in electronic form;

(b) to either or both of the parties signing this Agreement using an electronic signature; and

(c) to receive counterparts of this Agreement via electronic communication.

ATTACHMENT A - PRIVACY

Where the Details provide that the Additional Privacy Requirements are applicable to the Agreement, this document forms part of the Agreement between nib and Supplier, and is effective as of the Effective Date.

In the course of providing the Services, the Supplier may Process Personal Data on behalf of nib, and the Parties agree as follows:

1. **Terminology**

In this Attachment A, terms used will have the same meaning given to such terms in the body of the Agreement, except for the following terms, which have the following meanings:

(d) **Additional Privacy Laws** means any applicable Laws in addition to the Australian Privacy Legislation that relate to Personal Data, privacy, data protection and data security in connection with provision of the Services including without limitation, in the case of the EU, all applicable European Union laws and regulations relating to the Processing of Personal Data and privacy including the GDPR;

(e) **Controller, Data Subject, Personal Data, Personal Data Breach, Process/Processing and Processor** and/or similar terms and concepts shall have the meanings as defined in the Additional Privacy Laws;

(f) **Data Subject** please see paragraph (b);

(g) **GDPR** means the EU Regulation 2016/679 on the protection of natural persons with regard to the Processing of Personal Data and the free movement of such data, of the European Parliament and of the Council of 27 April 2016 (as amended from time to time);

(h) **EU Model Terms** means the standard contractual clauses for data controller to data processor transfers that have been approved by the European Commission for the transfer of Personal Data from data controllers to data processors;

(i) **nib Privacy Policy** means the privacy policy available at https://www.nib.com.au/docs/privacy-policy, as updated from time to time;

(j) **nib's Data Protection Officer** is the person appointed to the role of Data Protection Officer by nib from time to time;

(k) **Personal Data** and **Personal Data Breach** please see paragraph (b);

(l) **Personnel** means the employees, partners, agents, directors, and officers of the Supplier, and of its subcontractors and Related Entities;

(m) **Process/Processing and Processor** please see paragraph (b); and

(n) **Related Entity** in relation to a Party:

(i) has the meaning given to Related Body Corporate in the *Corporations Act 2001* (Cth); and

(ii) an entity that directly or indirectly controls, is controlled by or is under common control with that party and for this purpose "control" will mean the possession directly or indirectly of the power to direct or cause the direction of the management and policies of the entity whether through voting shares, securities or otherwise means.

(o) **Third Country** means a country that the European Commission, or other national legislative body, has determined does not provide an adequate level of protection for Personal Data.

2. **Controller and Processor**

nib will be a Controller and the Supplier a Processor for purposes of this Agreement.

3. **Personal Data obligations**

In relation to Personal Data Processed by the Supplier in connection with the Services, Supplier agrees that, to the extent required by Additional Privacy Laws, it must:

(a) use, disclose or otherwise Process the Personal Data only in connection with the Services to be provided under this Agreement, unless the Supplier has the prior written consent of nib or is otherwise required by applicable Law (and, if required by applicable Law, the Supplier will, unless a legal requirement prohibits it from doing so, inform nib of the relevant legal requirement prior to the use or disclosure and in any event shall keep such use or disclosure to an absolute minimum);

(b) comply, and will ensure that members of its corporate group, and its employees, officers, contractors, subcontractors, representatives, or agents of any of them will comply, with:

(i) all Additional Privacy Laws;

(ii) the nib Privacy Policy; and

(iii) any reasonable directions or instructions given by nib from time to time in respect of the Additional Privacy Laws and steps reasonably required to effect compliance;

(c) without limiting section 4(a) of this Attachment A, provide collection notices where it collects Personal Data, and obtain consents for the collection of Personal Data in accordance with the Additional Privacy Laws;

(d) have in place and maintain an up to date privacy policy in compliance with the Additional Privacy Laws;

(e) ensure that any person to whom Personal Data is disclosed under this Agreement does not do or omit to do anything which, if done or omitted to be done, would constitute a breach of this Agreement ;

(f) obtain written agreement from all subcontractors to whom Personal Data is disclosed to comply with the Additional Privacy Laws, and the nib Privacy Policy, and ensure that in such written agreement, the provisions have the same effect as this section 3;

(g) co-operate with any reasonable requests or directions of nib, nib's People, or nib's nominee with respect to:

(i) the security, use, disclosure, transfer, de-identification and erasure of Personal Data, or any other rights of Data Subjects in relation to their Personal Data including to access and correct Personal Data;

(ii) conducting data protection impact assessments;

(iii) notifications to the competent data protection supervisory authority or body under Additional Privacy Laws and/or communications to individuals by nib in response to a Personal Data Breach; and

(iv) nib's compliance with its obligations with respect to the security of Personal Data processing.

(h) respond promptly to all enquiries from Data Subjects relating to the Personal Data, and in particular will action all requests from Data Subjects to exercise their rights under Additional Privacy Laws on request from either the relevant Data Subject or from nib. In the event that a Data Subject makes such a request directly to Supplier, then Supplier will notify nib in writing of the request as applicable to action such request;

(i) not do any act, engage in any practice, or omit to do any act or engage in any practice that would cause nib to breach or be taken to breach any Additional Privacy Law;

(j) In the event of any privacy complaint or incident relating to the Services, or any other actual or suspected interference with privacy including a Personal Data Breach, the Supplier must:

(i) immediately notify nib in writing of the matter, and promptly provide nib details;

(ii) cooperate and comply with all of nib's reasonable Directions in respect of the matter;

(iii) promptly take any necessary steps to contain and rectify the matter and its consequences; and

(iv) not notify any other person or party of the matter without nib's consent unless expressly required by Law.

(k) take all reasonable steps to ensure that the Personal Data is protected against misuse and loss, interference, and unauthorised access, modification or disclosure. Those steps include:

(i) implementing appropriate technical and operational safeguards to at least the extent, capability and standard as ordinarily used by professional providers of similar services in respect of protecting the Personal Data;

(ii) ensuring that, where its Personnel may have access to the Personal Data, access is restricted to its Personnel only who reasonably require access to it in order to fulfil its obligations to nib;

(iii) undertaking any Personnel training as may be required, including attending security and privacy awareness training with regular intervals, in order to ensure that all Personnel are adequately trained on requirements of Additional Privacy Laws;

(iv) giving nib all information and access to Supplier's premises, Personnel, processes and systems as reasonably required by nib to enable it to audit Supplier's compliance with this document; and

(v) on request, provide nib with its most current privacy compliance plan (including a mandatory data breach response plan) and keep its privacy compliance plan updated; and

(l) obtain nib's prior written consent before disclosing the Personal Data to any person outside Australia (including Personnel) including in circumstances where the Personal Data is held in Australia but is accessible by a person outside Australia. In seeking nib's consent, Supplier will inform nib of the countries in which disclosure is likely to occur and Supplier will seek a new consent from nib in respect of any changes to the relevant countries.

4. **GDPR obligations**

To the extent that the GDPR applies to nib or the Supplier, without limiting any other provision in this document, Supplier must:

(a) not transfer any Personal Data outside the European Economic Area without nib's consent;

(b) if Supplier wishes to engage Related Entities or a third party to Process Personal Data on nib's behalf, if that person is located in a Third Country, Supplier shall execute a data transfer agreement, which may include the EU Model Clauses or some other set of model clauses approved by the Additional Privacy Laws;

(c) ensure checks are conducted, and appropriate assurances obtained (and recorded), that all subcontractors must handle Personal Data on behalf of nib in a manner which is compliant with the Additional Privacy Laws. All due diligence checks must be recorded and signed off by nib's Data Protection Officer, and prior to occurrence of any Processing;

(d) on request, provide nib with all information necessary to demonstrate compliance with Additional Privacy Laws in connection with the Services including:

(i) nature, purpose and duration of Processing any Personal Data, including data retention expectations;

(ii) the type of Personal Data being processed;

(iii) the categories of Data Subjects; and

(iv) the obligations and rights of the Data Subjects.

ATTACHMENT B STATEMENT OF WORK TEMPLATE

[Drafting note – this must be included as a blank template in each Master Services Agreement so that the parties have an agreed approach to completion of additional Statements of Work. All Statements of Work must be completed as separate documents].

This Statement of Work is issued pursuant to, and forms part of the Master Services Agreement between nib and the Supplier with a Start Date of [insert] (***Agreement***).

Engagement	[Insert name / nature of Engagement and include details of scope]
Engagement outcomes	[Insert details of any required outcomes of the Engagement]
Engagement Commencement Date	[Insert date on which the Engagement will commence]
Engagement Termination Date	[Insert date on which the Engagement will complete]
Services	[Insert description of the Services to be performed]
Professional Services	[Insert description of the Professional Services to be performed]
Service Level Requirements	[Insert all applicable Service Level Requirements]
Delivery Date(s)	[Insert the key date(s) for delivery of the Services (if any)]
Delivery Point(s)	[Insert all key places for delivery of the Services]
Date for Completion	[Insert the date for completion of the Services]
Special Conditions	[Insert any Special Conditions relevant to the Engagement, specifying how they amend the terms of the Master Services Agreement, where they have such an effect].

SIGNED for and on behalf of **nib** by:

Signature
Name
Position
Date:

SIGNED for and on behalf of **the Supplier** by:

Signature
Name
Position
Date:

ATTACHMENT C SCHEDULE OF CHARGES

If any Professional Services are required in a Statement of Works, the Rate Card below sets out the applicable Charges.

Rate Card	RRP Day Rate	nib Day Rate 15% saving
CTO	$ 2,500	$ 2,125
Project Manager	$ 1,800	$ 1,530
Developer	$ 1,200	$ 1,020
QA	$ 1,200	$ 1,020
UI/UX Designer	$ 1,200	$ 1,020
Data Engineer	$ 1,200	$ 1,020
Analyst	$ 1,200	$ 1,020

ATTACHMENT D DATA SECURITY

Where the Details provide that the Data Security Obligations are applicable to the Agreement, this document forms part of the Agreement between nib and Supplier, and is effective as of the Effective Date.

1. Acknowledgements

The Supplier acknowledges that:

(e) nib must comply with the Information Security Prudential Standard CPS 234 (the **Standard**), published by the Australian Prudential Regulation Authority (**APRA**); and

(f) under the terms of the Standard, nib must ensure that the Supplier complies with certain security requirements as set out in this Attachment D.

2. Terminology

In this Attachment D, terms used have the following corresponding meanings:

Audit means the provision of access to reasonable and appropriate resources and data by the Supplier in a timely manner to allow nib to assess the Supplier's (or its Sub-suppliers') compliance with the obligations set out in this Attachment D.

Data Security Capability means the totality of resources, skills and controls which provide the ability and capacity to maintain Data Security.

Data Security means the preservation of the confidentiality, integrity and availability of nib Data.

Data Security Control means a prevention, detection or response measure to reduce the likelihood or impact of a Data Security Incident.

Data Security Incident means an actual or potential compromise of Data Security, including the accidental or unlawful destruction, loss, alteration, unauthorised disclosure, breach of, or access to, nib Data, whether suspected or actual, on systems managed by or otherwise controlled by the Supplier.

Data Security Response Plan means a plan to respond to Data Security Incidents that could plausibly occur.

Disclosure means a disclosure of details to APRA in relation to a Data Security Incident.

nib Data means any source data supplied by nib or any data arising from or in connection to Services provided under this Agreement.

SOC 2 means a service organisation control report addressing Supplier's Data Security Controls.

Sub-Supplier means a supplier who (i) contracts with the Supplier for the performance of any element of the Services; (ii) may process personal information relevant to this Agreement on behalf of the Supplier; or (iii) performs any service on behalf the Supplier which may directly or indirectly support the performance of the Services by the Supplier including, but not limited to, data storage, protection or availability services.

3. Security Maintenance

3.1 The Supplier must:

(a) have in place effective Data Security Controls;

(b) actively maintain its Data Security Capability with respect to changes in vulnerabilities and threats, including those resulting from changes to information assets or its business environment;

(c) have robust mechanisms in place to detect and respond to Data Security Incidents in a timely manner; and

(d) schedule regular external penetrations testing using an appropriately accredited third party (at least annually) in relation to the Supplier's systems involved in providing the Service in order to test its Data Security Capability.

3.2 The Supplier shall pay for all standard penetration testing and vulnerability assessment including mobile app, web app, APIs and Wellteq Managed Services.

3.3 nib shall pay for penetration testing relating to specific elements including the separate deployment, different API end points, integrations (SSO, rewards, Tealium) as hosted on the separate environment managed by CMD. All nib costs under clause 3.1 (d) are capped at $15,000 per annum.

4. Security Response plans

The Supplier must:

(a) maintain appropriate Data Security Response Plans, which must include mechanisms for managing all relevant stages of a Data Security incident, from detection to post-incident review; and

(b) annually review and test its Data Security Response Plans to ensure they remain effective and fit-for-purpose.

5. Notifications and assessments

In providing the Services, the Supplier must:

(a) provide nib with a notification as soon as practicable if the Supplier detects Data Security Incident, including (but not limited to) any loss of nib Data or any privacy breach but in any event within 2 Business Days of the Data Security Incident occurring.

(b) on request, provide nib with such information as may be reasonably required to enable nib to assess the Supplier's Data Security Capability, where such an assessment is required for nib to comply with the Standard (and where nib does not already have such information available to it as part of this Agreement).

(c) provide any other assistance to nib that is reasonably required in order to enable Supplier or nib to comply with the Standard or respond to any notification or request from APRA regarding the Standard.

6. Reporting to APRA

In circumstances where nib considers a Disclosure to be reasonably necessary to ensure its compliance with the Standard, nib may make a Disclosure and the Supplier consents to such Disclosure being made.

7. Offshoring

In providing the Services, Supplier must ensure that:

(a) all nib Data relating to or arising out of this agreement is stored at all times on servers located in Australia; and

(b) all nib Data relating to or arising out of this agreement is not transferred to servers located outside of Australia for any purposes, including for the purposes of a disaster recovery event or business continuity plan scenario (including disaster recovery and/or business continuity tests).

8. Reporting

Upon request by nib, Supplier must provide to nib's nominated representative:

(a) details of Supplier's Data Security Response Plans; and

(b) a copy of Supplier's SOC 2 certificate, ISO 27001 certificate by August 2022, or other attestations relevant to the Services and/or nib Data.

9. Availability

In providing the Services, the Supplier must comply with all applicable [service availability levels, as set out elsewhere in this Agreement.

10. Data retention and deletion

Except to the extent required by law, upon a formal written demand issued by nib: (i) at its discretion at any time; (ii) upon termination or expiry of this Agreement; or (iii) at a time when the nib Data is no longer required for the performance of Services under this Agreement, whichever is the earlier, the Supplier must, return (in the format reasonably requested by nib) and / or destroy (at the option of nib and at no cost to nib) all nib Data whether in hard copy or electronic form.

11. Auditing

(a) Upon request by nib and at nib's expense, the Supplier must allow nib (or nib's independent, third-party auditor) to undertake an Audit and provide all reasonable assistance to nib to enable the performance of such Audit. In the event of a Data Security Incident, the Supplier the audit will be at the Supplier's expense.

(b) nib may request an Audit: (i) no more frequently than once annually at its discretion; or (ii) in the event of a Data Security Incident.

12. Sub-suppliers

(a) The Supplier must ensure that its contracts with Sub-suppliers contain Data Security terms which are no less onerous than those set out in this Attachment D.

(b) Upon request by nib, the Supplier must, (at nib's choice in its discretion): (i) allow nib (or nib's independent, third-party auditor) to undertake an Audit of the Supplier's Sub-suppliers processes and business aspects related to supporting nib information; or (ii) provide nib with a list of its Sub-suppliers and details of the Data Security assurances that the Supplier has obtained from those Sub-suppliers.

(c) nib may request an Audit of the Supplier's Sub-suppliers: (i) no more frequently than once annually at its discretion; or (ii) in the event of a Data Security Incident.

STATEMENT OF WORK

This Statement of Work is issued pursuant to, and forms part of the Master Services Agreement between nib and the Supplier with a Start Date of 1 October 2021 (***Agreement***).

Engagement	Provision of the "Well with nib" and "Well with GU" (**Apps**) and support services hosted within the current CMD managed environment
Engagement outcomes	The provision of Apps and services, in operation as at 30 September 2021, in the CMD managed environment.
Engagement Commencement Date	1 October 2022
Engagement Termination Date	30 September 2023
Services	The Supplier will provide the Apps and support services within the CMD managed environment. The Supplier is responsible for delivering the functionality as described below, and ensuring the Apps are fit for purpose as described. The Apps provide members with access to a range of features to empower them to proactively manage their health. The Apps were built and are maintained by the Supplier, with AWS infrastructure currently hosting the applications, managed by CMD, at an additional expense to meet nib cyber security and risk standards, this includes but is not limited to monitoring and alerting, auditing, identify and access management. The Apps include the following functionalities: ● App store presence – iOS and Google Play Store ● Ability to log into App via nib SSO Auth ● A rage of surveys including HRA5, HRA25 and motivation questions, with members prompted every 6 months to complete ● Wellbeing score based on HRA information completed ● Personalised dimension, with recommendation stemming from HRA, and ability to change focus ● Ability to link and sync a wearable device including Garmin, Fitbit, Apple health and Google Fit apps ● Ability to capture biometric data ● A Dashboard, personalised to the members chosen health focus ● Ability to track/enter mind, nutrition and activity daily ● Ability to read health content and information including TCU articles and health bytes, including updating library (tagged and provided by nib) ● Access to client administration portal access and operated by nib ● Ability to schedule content and notification via global admin, accessed and operated by wellteq ● Ability to save content to personal health library via global admin ● Personalisation engine enabling content to be personalised based on member focus area ● Notification rules engine enabling the schedule for nib and GU notifications including time of day, volumes and push notificationsz ● Management of Tealium events ● Management of Rewards events, including being assigned to loyalty tiers

<table>
<tr><td></td><td>

Ability to link to Rewards store. Reward store not managed by wellteq.
Support and troubleshooting service desk with support
9 Data feeds landing in nib Snowflake with clear documentation schema regarding readability/glossary
Ability to identify corporate group for future personalisation via GU SSO (GU)
Ability to personalise content based on corporate group (GU)
Ability to upload a profile picture
Ability to update T’s and C’s
Ability to delete a member to adhere to GDPR requirements

In addition the existing functionalities, additional support services are required for:

Ongoing Application support i.e. bug fixes, data issues
Member enquiries and troubleshooting
Update content library with new tagged content. Content provided by nib.

</td></tr>
<tr><td>Professional Services</td><td>

Monitoring of infrastructure performance and capacity across all environments
Acceptance testing on operational or functional test prior to application releases

</td></tr>
<tr><td>Service Level Requirements</td><td>
The Supplier must comply with the Service Level Requirements set out in the table below.

Operational SLA rankings and support timings
<table>
<tr><th>Incident Level</th><th>Guidelines</th><th>Target Response Time</th><th>Target Escalation Time</th><th>Target Resolution Time</th></tr>
<tr><td>P1</td><td>• A business critical function cannot be performed and, or a critical number of users or a group being affected
• Workaround is not available
• Significant business impact</td><td>< 1 hour

Immediate work start and continue around the clock until rectified</td><td>N/A</td><td>Within 24 hours*</td></tr>
<tr><td>P2</td><td>• A business function is severely affected and, or a moderate number of users or a subset within a group
• Workaround is not available or available at significant effort
• Moderate business impact</td><td>< 2 hours

Immediate work start and continue until rectified</td><td>1 hour</td><td>< 2 days*</td></tr>
<tr><td>P3</td><td>• No business function affected
• Workaround is available. Reasonable effort for user to conduct business activity via workaround
• Business impact mitigated via workaround</td><td>< 1 working day (8 hours)</td><td>4 hours</td><td>< 5 working days*</td></tr>
<tr><td>P4</td><td>• User is unable to perform a non-business critical function
• Workaround is available
• No business impact</td><td>< 3 working day</td><td>1 day</td><td>Rectify in next Release or other opportunity to maintain the Hosting Services*</td></tr>
</table>
* All target resolution time will be determined by the nature of the event.

All P1 and P2 escalations must be submitted d by phone to the COO to ensure proper escalation. A Service incident report should be provided summarising the incident including date, trigger for investigation, escalation path, categorisation, details and remediation, outcome, review and prevent measures.
Support provided to nib will be during wellteq business dates and during business hours.

</td></tr>
</table>

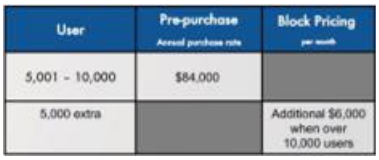
<table>
<tr><td></td><td>

Guaranteed service uptime of 99.9%, excluding an necessary pre planned maintenance windows the are necessary to ensure security and performance of the platform or changes at the request of nib.
Data backup frequency - daily

</td></tr>
<tr><td>Schedule of Charges</td><td>
1. User Charges

nib is charged for all Users per the table below. For the purposes of the charges, a User is an Engaged User or a Dormant User.

The Pre-Purchase cost is payable in advance each anniversary of the Statement of Work. The Block Pricing is applicable and payable monthly until the anniversary of the Statement of Work, when additional Users are engaged in the App.


<table>
<tr><th>User</th><th>Pre-purchase
Annual purchase rate</th><th>Block Pricing
per month</th></tr>
<tr><td>5,001 - 10,000</td><td>$84,000</td><td></td></tr>
<tr><td>5,000 extra</td><td></td><td>Additional $6,000 when over 10,000 users</td></tr>
</table>

User Engagement Definitions:
Engaged User – A user who has logged in within the last 90 days and engaged with content, earned points, added activity or completed an action with the application. Platform access: continues.

Dormant User – A user who has not logged in within the last 90 days, however, is still updating their activity tracking device which is being synced into the well with nib or well with GU application. Platform access: continues.

Disengaged User – A user who has not logged in within the last 90 days and has not added any activity from a device. This user will be removed from the platform and rewards points will expire. Platform access: removed. Note: no User will be determined Disengaged until the Parties agree the technology has the functionality to identify this User classification.

2. Hosting Costs
<table>
<tr><td>Item</td><td>Monthly Fee</td></tr>
<tr><td>AWS</td><td>AWS Hosting – direct pass through</td></tr>
<tr><td>Wellteq Management Fee</td><td>30% of AWS Hosting invoice</td></tr>
<tr><td>CMD Dev Sec Ops Service</td><td>$3,000 + 30% of AWS Hosting invoice</td></tr>
<tr><td>Wellteq Account Management</td><td>$5,000</td></tr>
<tr><td></td><td></td></tr>
</table>
3. Rate Card
The Rate Card included in the Master Services Agreement is applicable to this Statement of Work.
</td></tr>
<tr><td>Delivery Date(s)</td><td>Any key milestones (after entering into the Statement of Work)
● None</td></tr>
<tr><td>Delivery Point(s)</td><td>Not applicable</td></tr>
<tr><td>Date for Completion</td><td>Not applicable</td></tr>
</table>

Special Conditions	All data must be stored and processed in Australia. The development and inclusion of further services, such as Microservices are subject to separate Statements of Work. This contract period will be re-baselined to commence at 5k users

SIGNED for and on behalf of **nib** by:

Signature _____
Name _____
Position _____
Date: _____

SIGNED for and on behalf of **the Supplier** by:

Signature /s/ Jeames Gillett
Name Jeames Gillett
Position COO
Date: 09/29/2022

This Supplemental Agreement is made this 21st day of February 2022.

Between

(1) **WILLIS TOWERS WATSON HEALTH AND BENEFITS (SG) PTE LTD**., a company incorporated in Singapore and having its registered address at 1 Raffles Quay #28-10, South Tower, Singapore 048583 ("**Willis Towers Watson**") of the one part; and

(2) **Wellteq Pte Ltd**, a company incorporated in Singapore, having its principal place of business at 90 Eu Tong Sen Street, #03-02B, Singapore 059811 ("**Partner**" or "**Wellteq**") of the other part.

Whereas

(1) Partner and Willis Towers Watson had entered into a Collaboration Agreement ("**Collaboration Agreement**") dated 21 February 2020 in relation to the provision of the WTW wellness solution to their mutual customers.

(2) The duration of the Collaboration Agreement was for a term of 24 months from the Effective Date (1 February 2020), which expired on 31 January 2022.

(3) The parties now wish to enter into this Supplemental Agreement to extend the term of the Collaboration Agreement for a period of 36 months effective from 1 February 2022 to 31 January 2025. Such extension took effect from 1 February 2022.

Now, therefore, in consideration of the mutual covenants set forth herein and for the other good and valuable consideration, the parties mutually agreed that the followings shall be added to the Collaboration Agreement in the manner as set out herein below.

1. Partner agrees that the Collaboration Agreement shall be extended for a period of 36 months effective from 1 February 2022 to 31 January 2025.

Miscellaneous:

2. In this Supplemental Agreement, words and expressions defined in and rules of interpretation set out in the Collaboration Agreement shall have the same meaning and effect when used in this Supplemental Agreement except where the context requires otherwise.

3. Except to the extent expressly amended and supplemented by this Supplemental Agreement, all terms and conditions of the Collaboration Agreement (including any supplemental agremeents or amendment agreements) shall remain unchanged and in full force and effect. This Supplemental Agreement and the Collaboration Agreement shall be read and construed as one and the same document and this Supplemental Agreement shall be considered to be an integral part of the Collaboration Agreement.

4. The amendments provided for in this Supplemental Agreement shall take effect on the date above written.

5. This Supplemental Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, but all the counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Supplemental Agreement the day and year first above written.

SIGNED BY		
Jeames Gillett	)	/s/ Jeames Gillett
for and on behalf of	)	
WELLTEQ PTE LTD	)	
In the presence of: -	)	
Dated:	)	02/25/2022
SIGNED BY	)	
Royston Tan	)	/s/ Royston Tan
for and on behalf of	)	
WILLIS TOWERS WATSON	)	
HEALTH AND BENEFITS (SG) PTE. LTD.	)	
In the presence of:	)	
Dated:	)	02/25/2022

SaaS Agreement

Contract Details

Meaning of words - Certain key terms are defined in these Contract Details. Other definitions appear at the end of the Standard Terms

Parties	**Bupa and Vendor**	
Bupa	Name	Bupa Wellness Pty Ltd
	ABN	67 145 612 951
	Address	33 Exhibition Street, Melbourne VIC 3000 Australia
	Telephone	03 9937 3314
	Email	Erin.McLean@bupa.com.au
	Attention	Erin McLean (Bupa Representative)
Vendor or WellteQ	Name	WellteQ Australia Pty Ltd
	ACN	619 154 120
	Address	283 Rokeby Road, Subiaco, 6008
	Telephone	+65 8118 5423
	Email	jeames@wellteq.co
	Attention	Jeames Gillett (Vendor Representative)
Recitals	**A**	Bupa wishes to enter into an arrangement for the supply of certain types of services by the Vendor.
	B	The Vendor has agreed that it will provide the Services to Bupa on the following agreed terms during the term of this agreement.
Professional Indemnity Insurance	$ 5 million per occurrence.	
Public Liability Insurance	$ 10 million per occurrence.	
Workers' Compensation Insurance	As required by law.	
Date of agreement	See Signing Page.	
Term	This agreement commences on 1st August 2018 and will continue for 24 months until 31st July 2020.	

Meetings	The parties will meet monthly to discuss the performance by the Vendor of its obligations under this agreement.
Reports	The Vendor will provide the following reports to Bupa: Monthly Progress Report.
Nominated Personnel	The Vendor will use, but is not limited to, the following personnel to provide the Services: Jeames Gillett - COO Andrew Kerekes - CDO Ross Draper - CTO Jeremy Hole - Customer Success Manager
Structure of this agreement	This agreement is structured as follows: **Standard Terms** – these arethe terms on which each party performs its obligations. **Schedule 1** – **Hosting Services and Support and Maintenance Services** – the details of the hosting services and support and maintenance services to be provided. **Schedule 2 – Fees** – the fees for which the Services will be provided.

Executed as an agreement

SIGNED by	**SIGNED by**
Name: BRENT BENNETT	Name: SCOTT MONTGOMERY
as duly authorised representative of BUPA WELLNESS PTY LTD:	**as duly authorised representative of the vendor**
Signature: /s/ BRENT BENNETT Position: HEAD OF WELLNESS	Signature: /s/ SCOTT MONTGOMERY Position: CEO
in the presence of:	**in the presence of:**
Name: LUCY ROZE Signature: /s/ LUCY ROZE Position: PRODUCT COORDINATOR Date: 09/25/2018	Name: JEREMY HOLE Signature: /s/ JEREMY HOLE Position: CUSTOMER SUCCESS MANAGER Date: 09/24/2018

Standard Terms

1 Scope of this agreement

1.1 Services

The Vendor agrees to provide the Services to Bupa (and any member of the Bupa Group at the direction of Bupa) on the tenms of this agreement.

1.2 Nominated Personnel

(a) The Vendor will use the Nominated Personnel to perform the roles described in this agreement in the performance of this agreement. The Vendor must not remove or replace Nominated Personnel without Bupa's consent. Bupa may require the removal and prompt replacement of Nominated Personnel who are not performing their roles to Bupa's reasonable satisfaction.

(b) Clause 1.2(a) does not apply where any of the Nominated Personnel dies, retires or resigns from the Vendor's employment or otherwise suffers from ill health or some domestic necessity in which case the Vendor will nominate a suitable replacement, for an interim period of 14 days, following the departure of the Nominated Personnel. Bupa reserves the right to approve any permanent replacements for the Nominated Personnel.

1.3 Term

The term of this agreement is set out in the Contract Details. The parties may agree in writing to extend this agreement by two further periods of up to 12 months each. Bupa may propose such an extension by giving the Vendor at least 30 days' notice in writing before the expiry of the term.

1.4 Non exclusivity

The Vendor's appointment is non-exclusive and Bupa may, at any time, appoint another vendor or make its own arrangements with respect to services that are similar to or the same as the Services.

1.5 Relationship of parties

The relationship of Bupa and the Vendor under this agreement is that of principal and this independent contractor. This agreement will not does not make either party a joint venture, the partner, employee or agent of the other. No act or omission of either party is to bind the other party except as expressly set out in this agreement.

2 Fees, invoicing and payment

2.1 Payment of Fees

In consideration for the provision of the Services, Bupa will pay to the Vendor the Fees in accordance with Schedule 2.

2.2 GST

The consideration specified in this agreement does not include any amount for GST. If a supply under this agreement is subject to GST, the recipient must pay to the supplier an additional amount equal to the fees payable multiplied by the applicable GST rate. The additional amount is payable at the same time as the consideration for the supply is payable or is to be provided. However, the additional amount need not be paid until the supplier gives the recipient a Tax Invoice. If the additional amount differs from the amount of GST payable by the supplier, the parties must adjust the additional amount.

2.3 Withholding Tax

Bupa may deduct or withhold from any amount payable to the Vendor under this agreement, any amount required by law to be deducted from such payments (including any amount required to be deducted from such payments under the provisions of a taxation law). If Bupa is required to do so then it must provide to the Vendor, on written request, receipts, if any, issued by the Australian Tax Office or other appropriate governmental agency evidencing payment of such amounts deducted or withheld under this clause 2.3.

2.4 Reimbursement

If a party is entitled to be reimbursed or indemnified under this agreement, the amount to be reimbursed or indemnified does not include any amount for GST for which the party is entitled to an input tax credit.

2.5 Invoices

The Vendor must invoice Bupa in accordance with Schedule 2.

2.6 Invoicing upon Acceptance

If Acceptance Testing is specified in this agreement for a Service the Vendor will not invoice Bupa until Bupa has provided the Vendor with an Acceptance Certificate for that Service.

2.7 Payment

Bupa will pay any undisputed invoice for Fees 30 days after it is received. If Bupa disputes an invoice (in whole or in part) it must promptly notify the Vendor. If Bupa disputes only part of an invoice the Vendor may issue a separate invoice for the undisputed part, which Bupa will pay in accordance with Schedule 2.

2.8 Benchmarking

Bupa may implement a formal independent benchmarking of the cost of the Services once a year. The cost of the benchmarking will be shared equally between the parties. The purpose of the benchmarking will be to compare the total cost of the Services against the best practice delivery of like services to organisations similar to the Vendor in comparable circumstances. If the result of the benchmarking indicates that the Fees are in excess of best practice, then the Vendor must either:

(a) reduce the Fees so as to accord with best practice; or

(b) improve the Services or otherwise participate in a value adding initiative so as to justify the then existing level of Fees by reference to best practice.

3 Services

3.1 Representations and warranties

The Vendor represents and warrants that:

(a) all Services will be provided with due care and skill and must conform to the requirements of this agreement;

(b) it has the requisite technology, skill, personnel and expertise to enable it to perform all its obligations under this agreement;

(c) in providing the Services it will comply with all applicable laws and industry standards;

(d) it has, prior to entering into this agreement, complied with all applicable laws and obtained all relevant consents and authorisations as required by law;

(e) in providing the Services it will comply with Bupa's directions;

(f) the work performed to provide the Services will be done to a high standard in accordance with industry best practice;

(g) it will only use first class materials in providing the Services; and

(f) the Services will be fit for the purpose required by Bupa.

4 Delays

4.1 Notice of delay

As soon as it becomes apparent that an obligation under this agreement may not be met by the date required under this agreement or the Implementation Plan, the Vendor must promptly notify Bupa in writing. The notice must include:

(a) the cause or causes of the delay;

(b) the steps the Vendor is taking to minimise the delay; and

(c) any extension of time requested to meet the affected obligations.

4.2 Extension of time

Bupa may extend the time for meeting any affected obligation by a period it considers reasonable having regard to the extent to which performance has been delayed by causes beyond the reasonable control of the Vendor. This agreement or the implementation Plan (as the case may be) may be revised to reflect any such extensions.

4.3 Failure to notify delay

If the Vendor fails to notify Bupa of a delay in accordance with this clause 4, then:

(a) Bupa is not obliged to grant an extension of time for provision of the Services; and

(b) the Vendor must perform its obligations according to this agreement or the Implementation Plan (as the case may be).

4.4 Time is of the essence

Time is of the essence for the performance of the Vendor's obligations under this agreement.

4.5 Liquidated damages for late delivery

(a) If a Service is not accepted by Bupa by the date specified in this agreement or the Implementation Plan then, without limiting Bupa's rights under this agreement, Bupa may recover liquidated damages from the Vendor in accordance with Schedule 2.

(b) The parties agree that the payment of liquidated damages is not a penalty and is a genuine pre-estimate of the Loss likely to be suffered by Bupa for the delay.

5 Bupa inputs

5.1 Bupa inputs

Bupa will provide the Vendor with the Bupa inputs described in Schedule 1. The provision of those inputs, together with the performance of its other express obligations under this agreement, constitute Bupa's entire responsibility in relation to the performance of this agreement.

6 Acceptance Testing

6.1 Acceptance Testing

If specified in Schedule 1, Bupa will test the Services within 30 days of the provision of the Services to see whether they conform to the requirements of this agreement and the applicable Acceptance Criteria **(Acceptance Testing)**.

6.2 Vendor to assist

The Vendor will provide co-operation and assistance to Bupa, in accordance with this agreement and the Implementation Plan, for any Acceptance Testing Bupa may perform.

6.3 Acceptance of Services

After Acceptance Testing, Bupa will, within 30 days, notify the Vendor that either:

(a) it accepts the Services (or part of them), by issuing an Acceptance Certificate to the Vendor; or

(b) the Services (or part of the Services) fail to meet the Acceptance Criteria, in which case Bupa may:

(i) reject the Services (or part of the Services) and notify the Vendor of the reasons for its rejection and:

(A) the Vendor must promptly modify, repair or replace the Services and resubmit the Services to Bupa for testing within 7 days of notification; and

(B) Bupa will retest the Services in accordance with this clause 6; or

(ii) accept the failed Services (or part of the Services) by issuing an Acceptance Certificate to the Vendor, subject to a reduction in the Fees payable by Bupa for the Services (or part of the Services) equal to the reduction in the quality of the Services (or part of the Services) to reflect the adverse financial impact of that failure on Bupa, as reasonably determined by Bupa.

6.4 Failure to pass tests two or more times

(a) If the Services (or part of the Services) fail to pass Acceptance Testing two or more times Bupa may reject the Services (or part of the Services) and terminate this agreement.

(b) If Bupa terminates this agreement under this clause 6.4, the Vendor will be responsible for all costs the Vendor has incurred to this point which have not already been invoiced to Bupa under clause 2. Bupa will have no liability to pay any further amounts to the Vendor. The Vendor must refund all amounts paid to it by Bupa under this agreement within 14 days of termination.

7 Deliverables

7.1 Inspection of Deliverables

Bupa will inspect the Deliverables within a reasonable time after delivery. Payment for the Deliverables or the signing of delivery receipts before inspection does not constitute acceptance of Deliverables.

7.2 Rejection of defective Deliverables

If on inspection Bupa finds that any Deliverables do not conform to the requirements of this agreement, or are otherwise defective, Bupa may:

(a) reject the defective Deliverables by returning them to the Vendor or making them available for collection at Bupa's address set out in the Contract Details (or such address otherwise nominated by Bupa); or

(b) accept the defective Deliverables at a reduced price agreed with the Vendor.

7.3 Payment does not prevent rejection

Bupa may reject and return to the Vendor any Deliverables which do not conform to the requirements of this agreement even if Bupa has accepted or paid for them.

7.4 Reimbursement of costs of returning rejected Deliverables

The Vendor must reimburse Bupa for any reasonable expenses it incurs in returning defective Deliverables to the Vendor.

7.5 Refund of Fees for rejected Deliverables

On request the Vendor must refund any payments made by Bupa in respect of rejected Deliverables.

8 Hosting Services

8.1 Hosting

The Vendor must provide Bupa with the Hosting Services.

9 Support and Maintenance Services

9.1 Maintenance

The Vendor must provide Bupa with the Support and Maintenance Services.

10 Service Continuity

10.1 Service Continuity

The Vendor must comply with the obligations set out in Schedule 5.

11 Service Levels

11.1 Compliance with Service Levels

The Vendor must ensure that the performance of the Services meets or exceeds the Service Levels.

11.2 Fee Rebate

(a) If the Vendor fails to meet Service Levels in a calendar month Bupa is entitled to a rebate on the Fees for that month as set out in Schedule 1 (**Fee Rebate**).

(a) The parties agree that the payment of Fee Rebates is a price adjustment to reflect the actual quality of the Services provided to Bupa in the relevant period and is not a penalty or an agreed estimate of the Loss that may be suffered or incurred by Bupa in respect of a breach of the Service Levels (which gives rise to the Fee Rebates). Accordingly, the crediting of Fee Rebates is without prejudice to any entitlement Bupa may have to Loss from the Vendor relating to any such breach of the Service Levels.

11.3 Disputes as to Service Levels

A dispute as to whether the Service Levels have been met, and whether Fee Rebates are due, will be referred to the dispute resolution procedure described in clause 18.3. Until such time as the dispute has been resolved, Bupa may withhold payment of the Fees and the relevant Service Levels will be treated by the parties as having not been met and the Fee Rebates as being due, and the Vendor must continue to provide the Services.

12 Third Party suppliers

12.1 Co-operation with other contractors

(a) Each party acknowledges that the other party has in place, and may during the term of this agreement, appoint Third Party suppliers.

(b) WellteQ will notify BUPA, in each instance, where cooperation with third parties is estimated to require more than 1 working day of effort from WellteQ and, WellteQ will, where requested by BUPA in such instances, provide a Statement of Work for the required cooperation for BUPA's approval

(c) Each party must, in fulfilling its obligations under this agreement, use reasonable efforts to require its Third Party suppliers to provide to the other party (and its Third Party suppliers) all reasonable co-operation and assistance requested by the other party (or their Third Party suppliers) in connection with the provision of the Services under this agreement, including:

(i) providing such information about the manner in which the Services or related services are provided, as is reasonably necessary for the other party to comply with its obligations under this agreement, or carry out such activities that falls within its responsibility to perform under this agreement, including without limitation, information regarding the operating environment, system constraints and other operating parameters applicable to the systems and softwarebeing used and managed by the relevant party from time to time, that impact on the Services, other than commercially sensitive information;

(ii) joint planning and collaboration with the other party and that party's Third Party Suppliers;

(iii) making available to, or accepting information from, such Third Party suppliers, other than commercially sensitive information;

(iv) meeting with the other party and their respective Third Party suppliers to discuss the relevant services that impact on the Services, and engaging in joint problem resolution;

(v) providing such information as is reasonably necessary to ensure that the results of the services provided by a Third Party supplier are compatible with the Services; and

(vi) operating and maintaining any new software, hardware or technology resulting from the services provided by a Third Party supplier.

(d) Each party must inform the other party of any disputes or disagreements that arise between itself and a Third Party supplier to the other party which are relevant to this agreement, and will take all reasonable steps to settle such disputes or disagreements as soon as possible, so as to avoid or minimise any disruption to the provision of the Services or the performance of any obligations under this agreement.

(e) Where a party has or will incur substantial additional costs in relation to the necessary co-operation with a Third Party supplier to the other party, the parties will meet in good faith to discuss the quantity and mechanism for reimbursement of that party.

(f) Subject to law, an act or omission of a Third Party supplier will not relieve the Vendor of any liability for any failure to perform its obligations under this agreement.

(g) The Vendor will have no right to object to any Third Party supplier of Bupa.

13 Confidential Information

13.1 Confidentiality obligations

Subject to clause 13.2 and clause 13.3, a party **(Recipient)** who receives Confidential Information from the other party **(Discloser)** must not:

(a) use it for any purpose other than performing its obligations under this agreement;

(b) disclose it to any person except as permitted by this agreement; or

(c) make or assist any person to make any use of it other than in accordance with this agreement.

13.2 Certain disclosures not prohibited

Notwithstanding clause 13.1, a Recipient may disclose Confidential Information:

(a) to Personnel of the Recipient who needs to know that information for the purposes of this agreement, provided that such disclosure is under conditions of confidentiality consistent with this clause 13; or

(b) if the Discloser has given its written consent to the disclosure; or

(c) as required by law or by the listing rules of any stock exchange where the Discloser's securities are listed or quoted.

13.3 Permitted disclosures by Bupa

Notwithstanding anything contained in this agreement, a Recipient may disclose Confidential Information of the Discloser:

(a) to a body having regulatory or supervisory authority over any part of Bupa's business or affairs;

(b) as required by law or by the listing rules of any stock exchange where the Discloser's securities are listed or quoted; or

(c) in the case of Bupa, to a member of the Bupa Group.

13.4 Notification of disclosure

The Recipient must:

(a) so far as the law permits, immediately notify the Discloser if Confidential Information is to be disclosed under clauses 13.3(a) and 13.3(b) to enable the Discloser to take any action to prevent such disclosure; and

(b) immediately notify the Discloser of all information which comes to its attention regarding any actual or potential disclosure or use of Confidential Information of the Discloser other than in accordance with this clause 13.

13.5 Return of Confidential Information

On the earlier of:

(a) a demand by the Discloser; or

(b) the expiry or termination of this agreement,

the Recipient must deliver to the Discloser (or with the Discloser's prior consent, destroy or erase) any Confidential Information of the Discloser in the possession, power or control of the Recipient or any of its Personnel.

14 Privacy and data security

14.1 Compliance with Privacy Laws

(a) The Vendor will comply with all Privacy Laws in relation to Personal Information, whether or not the Vendor is an entity bound by the Privacy Laws.

(b) Without limiting the generality of clause 14.1(a), the Vendor must:

(i) not use or disclose any Personal Information, other than as strictly required for the purpose of performing its obligations under this agreement;

(ii) ensure that access to the Personal Information is given only to those of the Vendor's Personnel who reasonably require access for the purpose of the Vendor carrying out its obligations under this agreement;

(iii) immediately notify Bupa if the Vendor becomes aware of an actual or potential breach of the Privacy Laws by itself or any of its Personnel or receives a Privacy Complaint;

(iv) promptly provide Bupa with any information or assistance reasonably requested by Bupa for the purposes of investigating an actual or potential breach of Privacy Laws or a Privacy Complaint;

(v) comply with all reasonable directions given by Bupa to rectify or minimise any breach of Privacy Laws or any Privacy Complaint;

(vi) cooperate, and provide Bupa with assistance in cooperating, with any investigations or recommendations made by a Privacy Regulator in connection with the handling of Personal Information in the course of performing its obligations under this agreement; and

(vii) provide Bupa with any reasonable assistance requested by Bupa for the purposes of Bupa complying with any Privacy Laws, including without limitation responding to a request by any individual for access to their Personal Information.

14.2 No offshoring

(a) The Vendor must not transfer or store any Personal Information outside Australia, or allow parties located outside Australia to have access to such information, unless Bupa has given its prior written consent.

(b) In the event that Bupa provides consent for Personal Information to be transferred or stored pursuant to this clause 14.2, the Vendor must ensure that any offshore recipient of the Personal Information complies with all Privacy Laws in relation to that Personal Information. The Vendor is liable at all times for all acts or omissions of any offshore recipients of Personal Information.

14.3 Security

(a) The Vendor must have in place adequate Security Measures to protect any Bupa Data that it handles under this agreement.

(b) Without limiting the generality of clause 14.3(a), the Vendor must, where relevant:

(i) implement, maintain and enforce security procedures acceptable to Bupa with respect to access to the Premises;

(ii) ensure that only Personnel of the Vendor that have been authorised by the Vendor to have access to the Premises are given access to the Premises; and

(iii) ensure that its security procedures include the monitoring of persons on the Premises so as to ensure that they are authorised Personnel of the Vendor.

(c) If the Vendor becomes aware of an actual or potential Data Security Breach, it must notify Bupa immediately (and no later than 24 hours after) it becomes aware of the Data Security Breach.

14.4 Audit

(a) The Vendor must ensure that it undertakes, at its own cost, an audit of its compliance with Privacy Laws and Security Measures. The audit must be conducted by an independent auditor at least once every 2 years.

(b) At Bupa's request, the Vendor must provide Bupa with evidence of its compliance with clause 14.4(a) and a copy of the audit findings to the extent that those findings relate to the Services that the Vendor provides under this agreement.

(c) The Vendor must, at Bupa's request:

(i) provide to Bupa evidence of its compliance with clause 13; and

(ii) provide to Bupa evidence of its compliance with this clause 14 and must implement any additional Security Measures reasonably requested by Bupa from time to time.

14.5 Indemnity

Without limiting the generality of clause 16.3, the Vendor indemnifies, and keeps indemnified, Bupa and its Personnel against any Loss suffered or incurred by Bupa and/or its Personnel in connection with any Claim which may be instituted against Bupa and/or its Personnel arising out of:

(a) any failure by the Vendor to perform any of its obligations under clause 13 or this clause 14; and

(b) any Data Security Breach.

15 Intellectual Property Rights and Data

15.1 The services will result in the generation of data that includes Bupa Data and WellteQ Data.

15.2 Intellectual Property Rights in data

(a) Personally Identifiable Information is Bupa Data and remains the sole property of Bupa.

(b) All data and specifications owned, available under license by the Vendor from third parties and used by the Vendor in connection with managing and delivery of the Bupa Data and for the performance of any Services shall remain the property of the Vendor at all times and shall be retained by the Vendor upon termination of the Agreement. For the avoidance of doubt this means the WellteQ Data.

15.3 Intellectual Property Rights in the Deliverables

Notwithstanding any other clause in this Agreement, Wellteq shall, subject to confidentiality obligations, be permitted to reuse all ideas, concepts or knowledge developed or acquired (other than those provided by Bupa or developed jointly by Bupa and Wellteq under a separate statement of work) during The Term of this Agreement.

Nothing in this Agreement shall be construed to preclude Wellteq from acquiring, developing, promoting or enhancing technology performing the same or similar functions as any work product or services created for Bupa under the terms of this agreement.

15.4 Existing Intellectual Property Rights unaffected

(a) Nothing in this agreement affects the ownership of existing Intellectual Property Rights owned by the Vendor or any third party which are used in the provision of the Services, but, the Vendor grants to Bupa, for the term of this agreement, a royalty free, non-exclusive, non-transferrable licence to use the Vendor Services.

(b) Nothing in this agreement affects the ownership of existing Intellectual Property Rights owned by Bupa such as but not limited to the Bupa Data.

15.5 Third party rights not infringed

The Vendor warrants that the provision and use of the Services as contemplated by this agreement will not infringe the Intellectual Property Rights of any other person.

15.6 Protection against third party claims

Without limiting the generality of clause 16.3, the Vendor will indemnify, and keep indemnified, Bupa and its Personnel **(those indemnified)** against any Loss suffered or incurred by those indemnified in connection with any Claim alleging that the provision and use of the Services, as contemplated by this agreement, infringes the Intellectual Property Rights of any other person. Bupa will notify the Vendor promptly of any such Claim, and in any event within 10 Business Days of becoming aware of it.

15.7 Third party claims

If a person Claims that Bupa's and/or its Personnel's use of the Services in accordance with this agreement is an infringement of that person's Intellectual Property Rights or other rights (including a misuse of the person's confidential misuse of the person's confidential information), or a breach of an obligation owed to that person by the Vendor then, without limiting any of Bupa's other rights or remedies, the Vendor must (at Bupa's option):

(a) obtain the right for Bupa and its Personnel to continue using the Services; or

(b) replace or modify the Services so that they become non-infringing,

within 14 days of being notified of the Claim.

15.8 Handling of claims

The Vendor will be responsible for the defence of any Claim covered under clauses 15.5. On request, Bupa will provide the Vendor with reasonable assistance with the Claim, provided the Vendor meets Bupa's costs of doing do. The Vendor may not agree to any settlement of a Claim that would involve Bupa doing or refraining from doing anything without Bupa's prior written consent.

15.9 Ownership of Bupa Data

(a) Subject to clause 15.1(a), the Vendor does not obtain any rights in or to the Bupa Personally Identifiable Information, which is the property of Bupa.

(b) Subject to clause 15.1(a), Bupa grants to the Vendor, for the term of this agreement, a royalty free, non-exclusive, non-transferrable licence to use the Bupa Data solely for the purposes of, and to the extent necessary for, the Vendor to provide the Services to Bupa.

15.10 Use of Bupa Data

The Vendor must not, and warrants that it will not:

(a) Subject to clause 15.1(a), use the Bupa Data for any purpose other than to provide the Services to Bupa;

(b) Subject to clause 15.1(a), purport to sell, let for hire, assign rights in, encumber or otherwise transfer title to any of the Bupa Data; or

(c) Subject to clause 15.1(a), commercially exploit the Bupa Data.

16 Scope of Liability

16.1 Liability

Neither party excludes or limits its liability under or in connection with this agreement in relation to:

(a) personal injury (including sickness and death);

(b) liability arising from breach of clause 13 (Confidential Information);

(c) liability arising from breach of clause 14 (Privacy and data security);

(d) liability under clause 15.5 (Protection against third party claims); or

(e) fraud by the party, its employees, agents or subcontractors.

16.2 Excluded liability

Subject to clause 16.1, neither party will be liable (whether in contract, tort including negligence or otherwise) for:

(a) loss of profits, business, revenue, goodwill, opportunity or anticipated savings; or

(b) any other form of indirect or consequential loss or damage.

16.3 Indemnity

The Vendor indemnifies, and keeps indemnified, Bupa and its Personnel **(those indemnified)** against any Loss suffered or incurred by those indemnified arising out of:

(a) any failure by the Vendor to perform any of its obligations under this agreement;

(b) any breach of any warranty given by the Vendor under this agreement; and

(c) any wilful or negligent act or omission of the Vendor.

16.4 Limit of liability

Subject to clause 16.1, the total liability of a party under or in connection with this agreement (whether in contract, tort including negligence or otherwise) is limited to five times the total amount payable under this agreement, or $10,000,000, whichever is greater.

17 Compliance with laws and policies

17.1 Security and other procedures

The Vendor must comply with all Bupa safety, security and site procedures, as notified by Bupa from time to time, when on Bupa premises. If the Vendor is to be given access to Bupa's information systems then the Vendor must comply with Bupa's policies relating to such access, as amended from time to time. Bupa will notify the Vendor of relevant changes to its procedures and policies. Bupa may immediately withdraw access and terminate this agreement on written notice for breach of any such policy or procedure, if Bupa regards the breach as sufficiently serious.

17.2 Laws

The Vendor must comply with all applicable laws and industry standards when performing the Vendor's obligations under this agreement and ensure that it does not put Bupa in breach of those laws or standards.

17.3 Payment Card Industry (PCI) Compliance

(a) The Vendor warrants and represents that it is aware of the PCI Standard and that the Services will comply with the PCI Standard and any requirements related to the PCI Standard set out in this agreement.

(b) Upon the Vendor becoming aware that it may not comply with its obligations under clause 17.3(a), it must:

(i) immediately notify Bupa in writing of the details of the non-compliance and the steps it will undertake to become compliant;

(ii) notify Bupa when the Services are compliant; and

(iii) on request and at its own cost, promptly provide Bupa with all information reasonably required to demonstrate such compliance. This may include, amongst other things, the provision of an Attestation of Compliance and Report of Compliance prepared by an independent PCI Qualified Security Assessor accredited by the PCI Standards Council.

18 Governance

18.1 Meetings

The Vendor will ensure that Nominated Personnel attend meetings in accordance with the Contract Details.

18.2 Reports

The Vendor will provide the reports specified in accordance with the Contract Details and such other reports as may be requested from time to time by Bupa.

18.3 Notice of dispute

Any party claiming that a dispute has arisen under or in relation to this agreement must give notice to the other party in writing, setting out the circumstances giving rise to the dispute.

18.4 Negotiation

After notice of a dispute has been given, the Representatives of each party will use their reasonable endeavours to resolve the dispute by good faith negotiations on a without prejudice basis.

18.5 Dispute resolution

If the Representatives have not resolved the dispute within 14 days of notification, the parties may pursue other forms of dispute resolution. Nothing in this agreement prevents a party from commencing court proceedings to seek urgent interim or interlocutory relief at any time.

18.6 Record keeping

The Vendor must keep records, and must ensure any subcontractors keep records, necessary to demonstrate compliance with this agreement.

18.7 Audit right

Bupa and its representatives may have access to, and take copies of, the records of the Vendor and any subcontractors:

(a) to verify the accuracy of any invoice issued under this agreement; and

(b) to audit the Vendor's compliance with the requirements of this agreement.

18.8 APRA

(a) The Vendor will allow APRA to access:

(i) any documentation and/or information relating to the Services excluding source code or any other confidential documentation relating to intellectual property owned by wellteq; and

(ii) any premises of the Vendor, which relates to the provision of the Services,

if APRA considers ii is necessary in its role as prudential supervisor

(b) If APRA requests access to the Vendor's premises and/or information in relation to the Services, the Vendor will not disclose to any other party that APRA has made such a request, except with the prior written approval of Bupa.

19 Insurance

19.1 Mandatory insurance

The Vendor must maintain:

(a) professional indemnity insurance for at least the amount specified in the Contract Details;

(b) public liability insurance for at least the amount specified in the Contract Details; and

(c) workers compensation insurance as specified in the Contract Details,

with an insurer reasonably acceptable to Bupa during the period it provides the Services and for the following 6 years.

19.2 Evidence of currency

The Vendor must provide Bupa with evidence of the currency of the required insurance on request from time to time.

20 Force majeure

20.1 Occurrence of Force Majeure Event

If a Force Majeure Event affecting a party precludes that party **(Precluded Party)** partially or wholly from complying with its obligations then:

(a) as soon as reasonably practicable after that Force Majeure Event arises, the Precluded Party will notify the other party of:

(i) the Force Majeure Event;

(ii) which obligations the Precluded Party is precluded from performing **(Affected Obligations)**;

(iii) the extent to which the Force Majeure Event precludes the Precluded Party from performing the Affected Obligations **(Precluded Extent)**; and

(iv) the expected duration of the delay arising out of the Force Majeure Event;

(b) the Precluded Party's obligation to perform the Affected Obligations will, to the Precluded Extent, be suspended for so long as is reasonably required for the Precluded Party to overcome the impact of the Force Majeure Event (**Actual Delay**); and

(c) each party's obligations to perform any obligations dependent on the Affected Obligations will be suspended until the Precluded Party resumes performance.

20.2 Termination

If the Actual Delay continues for more than three (3) months, either party may terminate this agreement immediately by giving notice to the other party.

20.3 Consequences of termination

If a party terminates this agreement under clause 20.2:

(a) the rights and obligations of the parties under this agreement (including, but not limited to, under any licence (except where the licence expressly survives or continues after expiry or termination)) cease; and

(b) any accrued rights or remedies of a party are not affected.

21 Termination

21.1 Termination for insolvency

Either party may terminate this by notice in writing to the other party if the other party becomes Insolvent.

21.2 Termination for cause

A party may terminate this agreement by notice in writing to the other party if the other party commits a material breach of this agreement and:

(a) the breach is not capable of being cured; or

(b) the breach is capable of being cured but the other party fails to cure the breach within 30 days of receiving the notice of breach.

21.3 Termination for convenience

Either Party may terminate this agreement in whole or in part without cause by giving the Vendor 60 days' notice in writing.

21.4 Consequences of termination

On termination of this agreement:

(a) if terminated under clause 21.3, Bupa must pay the Vendor any outstanding Fees for Services performed in accordance with this agreement on receipt of a proper invoice;

(b) the Vendor must at Bupa's option;

(i) return to Bupa;

(ii) erase from the Vendor's computer systems;

(iii) destroy and certify in writing to Bupa the destruction of; and/or

(iv) destroy and permit Bupa to witness the destruction of,

all or part of the Bupa Data;

(c) the Vendor must return any other Bupa property provided to it under this agreement; and

(d) Bupa must return any Vendor property provided to it under this agreement.

21.5 Survival of clauses

Clauses 13, 14, 15.5, 16, 21, 22, 23.2, 23.2(b) and 23.3 and survive the termination or expiry of this agreement.

22 Transition out obligations

22.1 Orderly transfer

Upon the expiry or termination of this agreement the Vendor will, if requested by Bupa, provide all reasonable assistance to Bupa in the orderly transfer of the affected Services, functions and operations provided pursuant to this agreement to another service provider or to Bupa itself to ensure the continuity and seamless transition of those Services, functions and operations **(Transition Out Services).** If so requested by Bupa, the Vendor will agree to prepare a transition plan (which will set out relevant details with respect to the Transition Out Services including scope of services, estimated effort and timeframes).

22.2 Scope of Transition out Services

Transition Out Services may include, but will not be limited to:

(a) selling, transferring, assigning or relocating equipment and related items;

(b) ensuring that Nominated Personnel are made available to attend hand-over meetings and to answer questions during the relevant transition out period (including attending meetings with Bupa's replacement service provider if Bupa is transitioning the Services to another service provider);

(c) novating or assigning or securing the novation or assignment of such software licences as are specified by Bupa;

(d) returning or, if requested by Bupa, destroying documents or materials containing Bupa Data together with any reproduction of those documents or materials;

(e) migrating the work of Bupa to another service provider or to Bupa itself;

(f) extracting all Bupa Data on a storage disk in an editable format and providing it to Bupa at no additional cost and deleting all Bupa Data in the Vendor's possession and control within 90 days of termination or expiry of this agreement and providing Bupa with a certificate certifying the destruction of the Bupa Data by a duly authorised representative of the Vendor; and

(g) if requested by Bupa, granting or procuring for Bupa a licence to continue the use of any generally available software which has become incorporated in any Deliverable and, without limiting the foregoing, any software licence to Bupa which is integral to the ongoing provision of the Services in both source and object code form, subject to payment of a reasonable licence fee by Bupa.

22.3 Duration of Transition Out Services

Transition Out Services will be available to Bupa for a period of 3 months after the effective date of termination or expiry, unless otherwise agreed by Bupa.

22.4 Fees for Transition Out Services

Bupa will pay additional Fees in respect of the Transition Out Fees.

23 Assignment, subcontracting and no poaching

23.1 Assignment

(a) The Vendor may not assign, novate or otherwise deal with any of its rights or obligations under this agreement without Bupa's prior consent.

(b) Bupa may novate or assign its rights or obligations under this agreement to a Related Body Corporate by notice to the Vendor and the Vendor must immediately execute any documents necessary to give effect to this.

23.2 Subcontracting

(a) The Vendor may not subcontract the performance of any of its obligations under this agreement without Bupa's prior written consent.

(b) The Vendor remains responsible for the performance of any obligations that it subcontracts.

23.3 No poaching

Unless otherwise agreed to by the parties in writing, during the term of this agreement and for six (6) months thereafter, neither party will, directly or indirectly, solicit for employment, offer employment to or employ or retain (whether as an employee, officer, agent, consultant, advisor or in any other capacity) any employee of the other party who is or was actively involved in the provision of the Services under this agreement. Notwithstanding the foregoing, each party acknowledges and agrees that this agreement will not prohibit:

(a) solicitations through general public advertising or other publications of general public circulation; or

(b) the hiring of any employee of a party who contacts the other party without such other party having solicited such employee.

24 Notices

24.1 Form of notices

Any notice, approval, consent or other otherwise communication in relation to this agreement must:

(a) be in writing;

(b) be marked for the attention of:

(i) in the case of a notice to Bupa, the Bupa Representative; and

(ii) in the case of a notice to the Vendor, the Vendor Representative; and

(c) be left at the address set out in the Contract Details, be sent by prepaid ordinary post or be sent by email to the Representative as set out in the Contract Details.

24.2 Effect of notice

A notice, approval, consent or other communication takes effect from the time it is received unless a later time is specified in it.

24.3 Notices sent by post in Australia

If posted in Australia, a letter is taken to be received on the third day after posting.

24.4 Notices sent by post overseas

If posted overseas, a letter is taken to be received on the seventh day after posting.

24.5 Email

An email is taken to be received at the time shown in a delivery confirmation report generated by the sender's email system.

25 General

25.1 Governing law

This agreement is governed by the law in force in the State of Victoria, Australia. Each party submits to the non-exclusive jurisdiction of the courts of the State of Victoria and courts entitled to hear appeals from those courts.

25.2 Waiver

A party's rights under this agreement can only be waived by that party in writing.

25.3 Variation

This agreement may not be varied except in writing signed by both parties.

25.4 Discretion in exercising rights

A party may exercise a right, remedy or power in any way it considers appropriate.

25.5 Exercise of rights

If a party does not exercise a right, remedy or power at any time, this does not mean that the party cannot exercise it later.

25.6 Remedies cumulative

A party's rights, remedies and powers under this agreement are in addition to any rights, remedies and powers provided by law.

25.7 Indemnities

The indemnities in this agreement are continuing obligations, independent from the other obligations of the parties under this agreement and continue after this agreement ends. It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity under this agreement.

25.8 Counterparts

This agreement may consist of a number of copies, each signed by one or more parties to the agreement. If so, the signed copies are treated as making up the one document and the date on which the last counterpart is executed will be the date of this agreement.

25.9 Entire agreement

This agreement constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

26 Interpretation

26.1 Definitions

These meanings apply unless the contrary intention appears:

Acceptance Certificate means written confirmation from Bupa that a Service has met the Acceptance Criteria.

Acceptance Criteria means the requirements specified in Schedule 1 which a Service must meet to be accepted by Bupa.

Acceptance Testing has the meaning given to it in clause 6.1.

APRA means the Australian Prudential Regulation Authority.

Attestation of Compliance means a document prepared by a PCI Qualified Security Assessor (QSA) declaring the status of the Vendor's compliance with the PCI Standard.

BACA means Bupa Aged Care Australia Ply Ltd ABN 74 082 931 575.

Bupa Data means any Material containing Personal lnfonmation or Confidential Information of Bupa handled by the Vendor in accordance with this agreement.

Bupa Group means the following:

(a) Bupa Wellness Ply Ltd (ABN 67 145 612 951

(b) Bupa ANZ Healthcare Holdings Ply Limited (ABN 16 126 737 308); and

(c) Bupa ANZ Insurance Ply Ltd (ABN 81 098 309 025),

and their respective Related Bodies Corporate.

Business Continuity Event means an event that disrupts Bupa's normal business functions, operations or processes, whether it is:

(a) a Force Majeure Event: or

(b) any other event that has the capacity to lead to loss of or a disruption to an organisation's operations, services or functions - which, if not managed, can escalate into an emergency, crisis or disaster.

Business Day means a day other than a Saturday, Sunday or public holiday in Melbourne, Australia.

Claim means any action, claim, demand or proceeding.

Confidential Information of a party **(Discloser)** means all information:

(a) disclosed or communicated to the other party **(Recipient):** or

(b) learnt or accessed by the Recipient,

in connection with this agreement in circumstances importing an obligation of confidence, or in circumstances in which the party ought to be aware are confidential, excluding any such information which the Recipient can establish:

(c) is or becomes generally available in the public domain otherwise than through a breach of this agreement;

(d) is or becomes known to the Recipient from a source other than the Discloser otherwise than through a breach of an obligation of confidentiality owed to the Discloser;

(e) is or has been independently developed or acquired by the Recipient; or

(f) is approved in writing by the Discloser for disclosure to the Recipient.

For the avoidance of doubt, Bupa's Confidential Information includes:

(g) the existence and terms of this agreement;

(h) any information which relates to the business, assets, customers, strategies, concepts or affairs of any member of the Bupa Group; and

(i) any information that is developed by the Vendor in the course of providing the Services to the extent such development is based on Bupa's unique information or content.

Controller has the meaning given to it by the *Corporations Act 2001* (Cth).

Deliverables means any Material to be delivered to Bupa by the Vendor under this agreement.

Data Security Breach means any unauthorised access, modification, use, disclosure or loss of Bupa Data.

Disaster Recovery Event means:

(a) a Force Majeure Event impacting the Vendor; and

(b) any other event which adversely impacts on the continuity of the Vendor's provision of the Services to Bupa.

Documentation means:

(a) the documentation described in Schedule 1;

(b) any other documentation provided to Bupa by, or on behalf of, the Vendor under this agreement; and

(c) any changes (including additions) to the documentation described in paragraphs (a) and (b) above.

Error is defined in Schedule 1.

Fee Rebate has the meaning given to it in clause 11.2(a).

Fees means the fees set out in Schedule 2.

Force Majeure Event affecting a person means any event outside that person's reasonable control, and includes fire, storm, flood, earthquake, accident, war, labour dispute (other than a dispute solely between that person and its own staff or staff under its control), materials or labour shortage, the change or introduction of any law or regulation.

GST has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Hosting Services means the hosting services described in Schedule 1.

Implementation Plan means the implementation plan set out in Schedule 1.

Insolvent means, for a person, and provided section 434J of the *Corporations Act 2001* (Cth) does not apply, if:

(a) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the *Corporations Act 2001* (Cth));

(c) it has had a Controller appointed or is in liquidation, in provisional liquidation, under administration or wound up or has had a Receiver appointed to any part of its property;

(d) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the other parties to this agreement);

(e) an application or order has been made (and in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of (a), (b) or (c) above;

(f) it is taken (under section 459F(1) of the *Corporations Act 2001* (Cth)) to have failed to comply with a statutory demand;

(g) it is the subject of an event described in section 459C(2)(b) or section 585 of the *Corporations Act 2001* (Cth) (or it makes a statement from which another party to this agreement reasonably deduces it is so subject);

(h) it is otherwise unable to pay its debts when they fall due; or

(i) something having a substantially similar effect to (a) to (g) happens in connection with that person under the law of any jurisdiction.

Intellectual Property Rights include all patents, copyright, moral rights, registered designs, registered and unregistered trademarks, trade secrets, knowhow and confidential information and all other intellectual property as defined in Article 2 of the *Convention Establishing the World Intellectual Property Organisation of July 1967.*

Loss includes any loss, damage, liability, cost or expense (including any legal cost and expense on a full indemnity basis) however it arises and whether it is present or future, fixed or unascertained, actual or contingent, direct or indirect, and includes loss of profit, revenue or anticipated savings.

Material means material in whatever form including documents, reports, products, equipment, information, data, and software.

Nominated Personnel means the persons identified as such in this agreement.

PCI Qualified Security Assessor means a person who has been certified by the PCI Standards Council to audit merchants for PCI Standard compliance.

PCI Standard means the Payment Card Industry Data Security Standard.

PCI Standards Council means the body responsible for the development, management, education, and awareness of the PCI Standard.

Personal Information means:

(a) information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion; or

(b) information or a document that relates to the affairs or personal particulars of another person (such as a company or a business),

which is received or learnt by the Vendor from any source as a consequence of or in the performance of its rights and obligations under this agreement.

Personnel means any officer, employee,contractor, agent or representative.

Premises means any premises owned or operated by the Vendor from which any obligations under this agreement are performed.

Privacy Act means the *Privacy Act 1988* (Cth).

Privacy Complaint means any complaint made by an individual to the Vendor or to a Privacy Regulator in relation to the handling of their Personal Information.

Privacy Laws means the Privacy Act, the *Spam Act 2003* (Cth) and any other legislation, principles, industry codes and policies relating to the handling of Personal Information.

Privacy Regulator means the Office of the Australian Information Commissioner, and any government or statutory body having regulatory authority over the handling of Personal Information by Bupa.

Receiver has the meaning given to it by the *Corporations Act 2001* (Cth).

Related Bodies Corporate has the meaning given to it by the *Corporations Act 2001* (Cth).

Report of Compliance means a report containing details of the status of the Vendor's compliance with the PCI Standard.

Representative, in relation to a party, means that party's representative identified in this agreement or any replacement person nominated by that party at any time.

Security Measures includes all reasonable physical security, network security, logical access security, communications security and personnel security measures that are reasonable for a highly reputable provider of services similar to the Services.

Services means the provision of the Hosting Services and Support and Maintenance Services.

Service Levels means the service levels referred to in Schedule 1.

Support and Maintenance Services means the support and maintenance services described in Schedule 1.

Tax Invoice has the same meaning as in the *A New Tax System (Goods and* Services *Tax) Act 1999* (Cth).

Timetable means the timetable for the provision of the Services set out in this agreement.

Third Party means any entity or person other than Bupa, the Vendor and a subcontractor of the Vendor.

WellteQ Data means all of the following but does not include Bupa Data:

(a) Interaction data between users of the WellteQ application and the Vendor (emails, messages, user interactions with the WellteQ application, customer survey data);

(b) machine data (sensor data from WellteQ wearables/phones);

(c) mathematically derived scores or indices based wholly or partly on interaction and/or machine data; and

(d) anonymous identification data (A persistent anonymous key that enables information from classes (b) and (c) above to be joined for the purposes of analysis and reporting.

17.1 References to certain general terms

Unless the contrary intention appears, a reference in this agreement to:

(a) **(variation or replacement)** a document (including this agreement) includes any variation or replacement of it;

(b) **(references to statutes)** a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them:

(c) **(singular includes plural)** the singular includes the plural and vice versa;

(d) **(person)** the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any government agency;

(e) **(reference to a group of persons)** a group of persons or things is a reference to any two or more of them jointly and to each of them individually;

(f) **(dollars)** an amount of money is a reference to the lawful currency of Australia;

(g) **(calculation of time)** a period of time that dates from a given day or the day of an act or event is to be calculated exclusive of that day;

(h) **(reference to a day)** a day is to a calendar day and is to be interpreted as the period of time commencing at midnight and ending 24 hours later;

(i) **(meaning not limited)** the words "include", "including", "for example" or "such as" are not to be interpreted as words of limitation, and when such words introduce an example, they do not limit the meaning of the words to which the example relates, or to examples of a similar kind;

(U) **(next day)** if an act under this agreement to be done by a party on or by a given day is done after 5.30pm on that day, it is taken to be done on the next day;

(k) **(next Business Day)** if an event under this agreement must occur on a stipulated day which is not a Business Day the stipulated day will be taken to be the next Business Day; and

(I) **(reference to anything)** anything (including any amount) is a reference to the whole and each part of it.

17.2 Headings

Headings are included **for** convenience only and are not to affect the interpretation of this agreement.

Schedule 1 - Hosting Services and Support and Maintenance Services

1 Definitions

The following words have these meanings in this Schedule:

Error means a defect within the mobile application or hosted service interfering with the normal usage of the application.

Helpdesk Services is defined in section 3.2 ('Helpdesk Services').

Modification means any change, deletion, addition, replacement or amendment to the Hosting Services whether in the form of a bug fix, patch, Workaround, Error correction or other remedial work, generic **modification or enhancement.**

Non-Compliance means any failure of the Hosting Services to meet the Specification.

Specifications means requirements that are formally documented in such a way as to be verifiably tested or proved.

Workaround means a change to the Hosting Services, or a different way of using the Hosting Services (other than using part of the Hosting Services that causes the Error), which materially reduces the impact of the Error.

2 Hosting Services

2.1 WellteQ provides a mobile application which interacts with a fully managed backend. This backend is hosted with our preferred supplier Amazon Web Services (AWS). Depending on the options selected this can be part of a shared platform with logical separation of data or a dedicated set of virtual infrastructure unique to them.

2.2 The size and scale of this hosted infrastructure will vary based upon the number of contracted users and their reasonable use of the system.

2.3 This is provided as a fully managed service to the customer. Customers are not expected to have management or visibility of the hosting and communications of any issues or faults would occur via the Helpdesk services detailed below.

3 Support and Maintenance Services

3.1 Helpdesk services

The Vendor must provide the Helpdesk Services to Bupa according to this section 3. In this section **"Helpdesk Services"** means e-mail support service available to Bupa to:

(a) answer questions and give technical assistance about the installation, use and support of the mobile application and the associated client dashboards.

(b) log reports of Errors and advise on progress of their correction.

3.2 Availability

Helpdesk Services will be available to Bupa Monday to Friday, 9am to 6pm SGT

4 Service Levels

4.1 Infrastructure Service Levels

WellteQ aims for an uptime of 99.9% for the platform. This excludes any necessary pre planned maintenance windows that may become necessary to ensure the security and performance of the platform or changes at the request of the Customer.

4.2 Dependency upon third party services

For provision of data from mobile devices and user owned wearable devices e.g. Apple/ Garmin, the WellteQ service is wholly dependent upon those providers for the delivery of this data via device API or internet feed, which in turn is reliant upon permission and configuration performed by the end user allowing WellteQ to receive this data (handled in app, post registration). WellteQ works closely with wearable data providers to ensure up time, however customers accept the limitations imposed upon us by those providers and that we cannot be held responsible for any delay, loss of data or interruption to service incurred by them through issues within their infrastructure, API, or changes thereof.

4.2 Warranted Availability

In this section:

Actual Availability of the Solution will be calculated by the subtraction of the Downtime percentage for the Solution from 100%.

Downtime is calculated as the unscheduled time during which the Solution is unavailable for productive use by Bupa (determined by reference to the Bupa Specifications) due to failure of the Solution or the withdrawal of the Solution for unscheduled maintenance, repair, testing or replacement. Downtime is expressed as a percentage of the total time in any one month period during the term of this agreement.

Warranted Availability means that the Solution will be available for productive use by Bupa (excluding scheduled outages) 99.9% of the time measured over a rolling three month period.

4.3 Support and Maintenance Service Levels

The Vendor must respond to an Error within the **'Response Times'** and work towards the Target Resolution time.

Incident Level	Guidelines	Target Response Time	Target Escalation Time	Target Resolution Time
Pl	• A business critical function cannot be performed and, or a critical number of users or a group being affected	< 1 hour	N/A	Within 24 hours*
	• Workaround is not available • Significant business impact	Immediate work start and continue around the clock until rectified		
		All Pl incidents must be submitted by phone to the COO to ensure proper escalation.		
P2	• A business function is severely affected and, or a moderate number of users or a subset within a group	< 2 hours	1 hour	< 2 days*
	• Workaround is not available or available at significant effort	Immediate work start and continue until rectified		
	• Moderate business impact	All P2 incident must be submitted by phone to the COO to ensure proper escalation.		
P3	• No business function affected	< 1 working day (8 hours)	4 hours	< 5 working days*
	• Workaround is available. Reasonable effort for user to conduct business activity via workaround			
	• Business impact mitigated via workaround			
P4	• User ls unable to perform a non-business critical function	< 3 working day	1 day	Rectify in next Release or other opportunity to maintain the Hosting Services*
	• Workaround is available			
	• No business impact			

* All target resolution time will be determined by the nature of the event.

Escalations

As not every support case can be resolved at the point of report, it is important to outline process by which cases are and can be escalated.

Functional Escalations

As outlined in the Service Desk Severity Rankings and Response Times chart above, our service desk team will escalate any unresolved issue(s) functionally within the time allotted for that severity.

Hierarchical Escalations

If you have questions or concerns about the operation of the service desk, wish to compliment the team, or simply require more information about an incident; please contact Ross Draper, WellteQ's Chief Technical Officer by email: ross@wellteg.co

All P1 & P2 escalations must be submitted by phone to the COO to ensure proper escalation.

Jeames Gillett- COO: jeames@wellteg.co +65 8118 5423

4.4 Detected Errors

When the Vendor detects any Error, it must notify Bupa within 24 hours of confirmed existence of P1 and P2 errors. When the customer detects an Error with the service, these must be duly reported to the customer helpdesk service. P1 and P2 errors are only accepted via phone to the nominated contacts above to ensure immediate and appropriate escalation and response. Errors that require updates to the mobile app or server code are subject to a testing, release and change management process to ensure uptime and security. Depending on the severity of the Error and impact of the change this will take the form of a hotfix or a scheduled software release, which WellteQ will communicate to the customer. Such changes are subject to normal third party delays such as app store approval times (24 hours typically)

4.5 Resources

Correction of Errors may be by remote diagnosis but the Vendor must apply whatever resources and provide whatever services (including new software) are necessary to correct an Error where it is directly related to the mobile software or backend and not as a result of a dependency upon a wearable data provider (see dependencies).

4.6 Data correction

In the event that the customer believes user information supplied by Bupa or an end user stored by WellteQ in App is incorrect, WellteQ will make reasonable endeavours to correct this data. Where WellteQ receives wearable data from third party providers on behalf of the end user, the customer accepts that the responsibility to correct or supply such data belongs jointly with the end user and the third party data provider (be it API or SOK driven).

5 Services Descriptions

a) Creating Team Challenges; and

b) Managing Team Challenges with the Bupa Wellness Program Managers; and

c) Providing Maintenance Services

5.1 Service Specific Inclusions

The services to be provided by WellteO is included in the pricing set out below is as follows;

- Host and maintain challenge platform
- Provide Bupa Wellness Program Manager support (email, phone) as required
- Set up challenges as required by Bupa Wellness
- Client co-branding (in app logo, participant web view logo and client admin dashboard logo*
- Generate client login details to client web based reporting system - client admin dashboard
- Provide Bupa Wellness with a summary report of the event and any other report agreed in the challenge request at the conclusion of an event
- Provide entrant support via email

* All co-branded promotional material will be provided by Bupa Wellness

5.2 Team Challenge Deliverables

Below are the specified deliverables between WellteO and Bupa. Bupa Wellness Program Managers will be responsible for all deliverables directly with the client to deliver the end to end service.

Task	Party to complete	Timetable
Sales handover form completed and provided to WellteO operations - operations@wellteq.co	Bupa	-6 weeks
Team Challenge platform configuration, includes:	WellteO	-5 weeks
- Platfonm launch date		
- Participant cap (if required)		
- Dual branding (Client logo)		
- Configuration of key features (incl selected wearables in store)		
- Smoke test		
New environment handover/onboarding session	WellteO/Bupa	-5 weeks
Wearable Fulfilment	WellteQ	-4 weeks - +4 weeks
Analytics consultancy (if purchased)	WellteQ	-2 weeks - +6 weeks
Operational support to users	WellteQ	-2 weeks - +4 weeks
Prize fulfillment	WellteO	+1 - +4 weeks
End of Challenge Report	WellteQ	+6 weeks (2 weeks after challenge)

Schedule 2 - Fees

All pricing in AUD

1 Hosting Services Fee

1.1 Minimum fee

The fees for the Hosting Services are:

Basic Option

- Dedicated Instance - $300 per month

Fees may increase should user volumes exceed infrastructure capacity of 30,000 users on the platform at a single point in time. Should this occur, Bupa will be notified in writing and formally agree to new Hosting Services fee

1.2 Invoices

The Vendor may submit an invoice to Bupa once the Hosting Services have been accepted by Bupa under clause 6 of this agreement. Each invoice must be a valid Tax Invoice for GST purposes.

1.3 Method of Payment

Bupa will pay the Fees within 30 days of receipt of a correctly rendered invoice.

2 Support and Maintenance Fee

Development maintenance and operational/technical support is included in Software User License Fees and shall be provided as long as this Agreement is in force. This does not include infrastructure support and maintenance.

2.1 Monthly Fee

Monthly support and maintenance fee includes infrastructure performance monitoring, availability monitoring, systems maintenance (OS and library patching) and software deployments - $1,200. Where the quarterly active user volume equals or exceeds 2,400, the monthly support and maintenance fees for that period will be rebated to Bupa Wellness from the next quarters invoice.

2.2 CPI increase only

The Support and Maintenance Fee may not be increased except at each anniversary of the day this agreement commences by an amount not more than any increase in the *Consumer Price Index (All Capitals)* in the year preceding the increase date.

2.3 Method of Payment

a) Bupa will pay the Support and Maintenance Fees within 30 days of receipt of a valid Tax Invoice.

b) If Bupa Wellness disputes an invoice (in whole or in part), it must promptly notify the Vendor within 30 days of receipt of the invoice

c) The Vendor must not send an invoice to Bupa Wellness for services that were performed (on completion of the challenge) more than two months before the day of invoice. The Vendor agrees to release Bupa Wellness from any claims for payment for services rendered where it has failed to provide Bupa Wellness an invoice for those services within two months of those services being performed

d) In the event of invoicing errors, Bupa Wellness will not be responsible for the payment of these invoices until the issues are resolved. These issues need to be resolved **in** a timeframe less than 90 days, otherwise Bupa Wellness will not be responsible for payment

3 Technical Consultancy

3.1 Development - Whitelabel

The fees for creating a Bupa Wellness white label version of the application is: $AUD 14,350

Bupa Wellness White label includes:

- Bupa Wellness user application
- Bupa Wellness user web

- Bupa Wellness Client Administration dashboard
- Bupa Wellness email verification and participant welcome email

3.2 Infrastructure - Isolated Instance

The fees for creating an isolated instance:

- Basic - $ 5,400*

* Both options includes a vulnerability scan.

3.3 Content - Blue Room RSS Feed

The fees for connecting the Bupa Blue Room RSS feed into the Bupa Instance

- $4,000

4 Software User License

4.1 One off Group Engagement Challenges (4 weeks)

a) Which includes all available group program topics to choose from: Geographic experience (Australia, South America), MIND-Your-Step, Financial wellbeing etc.

Users	RRP	Bupa
100 - 999	**$ 39.00**	**$ 33.15**
1,000 - 1,999	**$ 37.00**	**$ 31.45**
2,000 - 4,999	**$ 34.00**	**$ 28.90**
5,000 - 9,999	**$ 29.00**	**$ 24.65**
10,000 +	**$ 24.00**	**$ 20.40**

b) Where the quarterly active user volume equals or exceeds 2,000, the Bupa price per user will increase from a 15% discount to 20% across all tiers.

Additional

Each client engagement requires a minimum of 100 paid users.

All client engagements include a mandatory configuration fee.

	RRP	Bupa
Configuration Fee	$ 999	$ 849.15

User license fee includes standard end of group challenge report and all components within the client administrator dashboard.

Prizes

As part of the Bupa pricing, WellteQ will include $1 per participant for prizes. This prize pool will be distributed across maximum of 4 mini-challenges (1 per week). Mini-challenges include:

- Friday Frenzy- achieve over 10,000 steps for the day to go in the draw and win.
- Team photo competition - send in your team photo/collage and go in the draw to win
- Super Saturday - achieve over 15,000 steps for the day to go in the draw and win
- Sleep Week - achieve over 7 hours of sleep 5 or more days of the week to go in the draw and win.

All prizes delivered by WellteQ will be digital/e-gift vouchers from WellteQ's preferred supplier.

All pre/post program prizes will be the responsibility of Bupa or the client.

Optional Add-ons

Click and drill analytics - 5 pre-defined tableau dashboards.

Premium analytics, click and drill reporting will incur an annual configuration fee which include set-up to client workbook, client dashboards, establishment of user license.

Additional permission layers may be granted to different levels of management. Each user access level will incur a set-up delegated authority per user fee.

	RRP	Bupa
Configuration Fee	$ 4,999	$ 4,250
Additional business access levels	$950 p/access	$807.50 p/access
Software License	$1 p/user, p/month	$0.85 p/user, p/month

4.2 WellteQ Platform

WellteQ digital engagement and wellbeing platform offers a 6, 12 and 24 month solution to connect employers with employees via a digital ecosystem. Platform features include:

Foundation:

- Online Health Risk Assessment
- Healthy habits individual challenges
- Daily dashboard and individual leaderboard
- Content newsfeed
- Health Events Schedule
- Wellness Library

Comprehensive

- Group Engagement Challenges

RRP

	6 months	12 months	24 months	
Foundation	**$ 0.90**	**$ 0.60**	**$ 0.60**	**Cost of entry - per employee, per month**
Comprehensive	**$ 3.50**	**$ 2.35**	**$ 1.75**	**Cost of consumption - per user, per month + foundation**
Configuration Fee	**$ 999**			

Bupa

	6 months	12 months	24 months	
Foundation	**$ 0.75**	**$ 0.50**	**$ 0.50**	**Cost of entry - per employee, per month**
Comprehensive	**$ 3.00**	**$ 2.00**	**$ 1.50**	**Cost of consumption - per user, per month + foundation**
Configuration Fee	**$ 849.15**			**One off fee**

4.3 WellteQ additional integrated service offering

Add on services	Unit Cost		Description
i-screen pathology	$	69	Essential Lifestyle Check (16 tests)
i-screen pathology	$	129	Essential Health Check (25 tests)
i-screen pathology	$	239	Well Woman (33 tests)
i-screen pathology	$	239	Well Man (32 tests)
MyFiziq	$	5 per user per month	Body Composition Analysis - 3D avatar

4.4 WellteQ Consultancy

WellteQ offers two forms of consultancy.

Analytics Consultancy - delivering a roadmap towards human capital optimisation and delivering ROI insights driven from wellbeing data.

Level of seniority	Day rate
Chief Data Officer	$ 2,500
Consulting Analyst	$ 1,850
Analyst	$ 800

Technical Consultancy

Level of seniority	Day rate
CTO	$ 2,500
Project Manager	$ 1,600
Development - Tier 1	$ 1,200
Development - Tier 2	$ 1,000
Development - Tier 3	$ 800
Graphic Designer	$ 750

4.5 Wearables

All wearables sold from within the WellteQ platform and as part of a packaged solution will attract the below wholesale pricing to Bupa. WellteQ will receive funds from in app purchase and credit total profit amount to Bupa on monthly invoices for the difference between the wholesale rate (provided below) and the rate offered by Bupa to the client. The invoice credit should be provided on a separate invoice detailing which client the device relates to, and how many devices per client have been ordered. Bupa pricing to their client is at the sole discretion of Bupa. WellteQ will be responsible for direct fulfilment to the end users mitigating Bupa of any fulfilment duties. WellteQ will also be responsible for all associated support for individual, bulk delivery. Bupa wholesale costs include postage and handling fees.

GARMIN	Currency	Garmin RRP	Bupa (wholesale)
Garmin Vivofil 3	AUD	$ 159.00	$ 119.00
Garmin Vivofil 4	AUD	$ 159.00	$ 129.00
Vivosmart3	AUD	$ 199.00	$ 169.00
Vivosport	AUD	$ 299.00	$ 254.00
Vivomove HR (sport)	AUD	$ 299.00	$ 254.00
Vivomove HR (premium)	AUD	$ 449.00	$ 381.50
Vivoactive 3 (Stainless Hardware)	AUD	$ 449.00	$ 381.50
Vivoactive 3 (Slate Hardware)	AUD	$ 499.00	$ 424.00

4.6 Change in commercials

WellteQ may from time to time modify its pricing due to new product/feature releases. Further to this, additional wearables may be added to the above pricing schedule upon request or due to new product releases. Bupa will be notified in writing in advance from this taking effect and both parties will agree to terms before an addendum is signed. Nonetheless, Bupa may terminate this agreement if it does not agree to the new pricing.

MASTER AGREEMENT

This MASTER AGREEMENT ("**Master**"), is entered into this 1st of March, 2021 (**"Effective date"**) by and between **The Northern Trust Company**[1], **Singapore Branch ("Northern")**, a company incorporated and existing under the laws of State of Illinois, whose principal place of business is at One George Street, #12-06, Singapore 049145[2] and **WellteQ Pte Ltd ("Provider")**, a company incorporated in Singapore with offices at CIDC Building, 90 Eu Tong Sen Street, #03-02B, Singapore 059811. The Master, along with any Exhibits, Modules (including any Attachments thereto), Schedules and Statements of Work (including any Appendices) and Purchase Orders shall be referred to collectively as the **"Agreement"**. Both Northern and Provider may be referred to as a "**Party**" or collectively, as the "**Parties**". The Parties hereby agree as follows:

1. DEFINITIONS

The following terms, as used in this Agreement, have the meanings set forth below. Additional defined terms may be contained in the body of this Master, in Modules, SOW(s) and/or Exhibits.

"Affiliate" means an entity owned by, controlling, controlled by, or order common control with, directly or indirectly, one of the Parties. For this purpose, one entity "controls" another entity if it has the power to direct the management and policies of the other entity, whether through the ownership of voting equity, agreement, representation on its board of directors, acts of a Regulatory Authority, by contract or otherwise.

"Business Day" means a day other than a Saturday, Sunday or a bank or public holiday in the country where the Hardware, Software or Services are provided.

"Charges" means the sums payable by Northern to provider in consideration of the supply of Hardware, licensing of Software and/or the provision of the Services as specified in this Agreement and includes any expenses specifically allowed in the applicable Module, Schedule and/or SOW.

"Client" or "Northern Client" means a person or entity that has an account at or is obtaining financial services from Northern or any of its Affiliates.

"Confidential Information" means all tangible and intangible information (whether oral, written, visual, electronic or in other form) of a Party (**"Disclosing Party"**) that is disclosed or otherwise becomes known to the other party (**"Receiving Party"**) as a result of this Agreement, that is not generally known to the public and at the time of disclosure is identified as, or which a reasonable person would understand (based on the type of information or the circumstances of its disclosure) to be, proprietary or confidential. Confidential Information includes but is not limited to: (a) business plans, strategies, forecasts, projects and analyses; (b) financial information and fee structures; (c) business processes, methods and models; (d) trade secret, confidential or proprietary information or documentation of entities with which each Party contracts or about employees, Clients, customers, directors, outside directors, retirees, spouses and families (whether past, current and prospective); (e) PII; (f) hardware and system designs, architectures, structure and protocols; (g) product and service specifications; (h) manufacturing, purchasing, logistics, sales and marketing information; (i) user IDs and or passwords allowing access to Northern's systems; (j) all non-public information that is learned by Provider by reason of the relationship established by this Agreement; and (k) all copies of any of the foregoing and any materials that contain, are derived from, or reflect any of the foregoing. Confidential Information shall include the terms of this Agreement. Because of the sensitive nature of the information a Receiving Party may become aware of as a result of the Agreement, the Parties intend that these provisions be interpreted as broadly as reasonably possible to protect Confidential Information.

1 and *Insert relevant NT entity and registered office address depending on region*
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"Deliverable" means any tangible work product produced as a result of a Service under an applicable SOW.

"Documentation" means all (i) Provider response to Requests for Proposal and supplements thereto, (ii) user, programmer and technical documentation and other tangible or intangible information relating to Services, Hardware and/or Software, irrespective of when delivered or disclosed by Provider to Northern, including the manuals and materials listed in the applicable SOW and/or Schedule, and all revisions and additions to the foregoing made by or on behalf of Provider or its suppliers, (iii) marketing materials, documentation and other written information provided to Northern by or on behalf of Provider with respect to the Products and/or Services (including Deliverables) and (iv) any other material included within such definition by the applicable SOW and/or Schedule.

"Hardware" means computer, telecommunication, information processing and/or related equipment and peripherals sold by Provider to Northern under this Agreement as identified in an applicable SOW or Purchase Order.

"Intellectual Property Rights" means all right, title and interest in and to all current and future: (i) U.S. or non-U.S. patents or any division, continuation, reissue or extension thereof and any applications, including provisional applications, for such patent rights; (ii) trade secret rights arising under the common law and any state, federal and/or international laws or treaties; (iii) copyrights and all other literary property and author rights and moral rights, whether or not copyrightable, and any registrations and applications for registration, including without limitation, any copyright related rights under any international treaties; and (iv) trademarks, trade names and service marks, whether registered or arising under the common law, and any state, federal and/or international laws, and all associated registrations, goodwill, and applications for registration.

"Key Personnel" means those Provider Personnel who are specifically listed in a SOW as Key Personnel.

"Law" or **"Regulation"** means any law, enactment, regulation and regulatory policy, guideline, requirement and/or industry code of any Regulatory Authority (including good practice codes) applicable to a Party, any activities relating to this Agreement, any Products or Services hereunder and all interpretations of and changes, supplements or replacements to, any of the foregoing.

"Malicious Code" means any computer code, programs, procedures, mechanisms or programming devices (including, without limitation, any code typically identified as a virus, Trojan horse or worm) that are designed to, or would enable Provider or any third party, to disrupt, modify, delete, damage, deactivate, disable, harm, access without authorization or otherwise impede the operation of the any Northern system or any other associated software, firmware, hardware, computer system or network.

1 and 2 *Insert relevant NT entity and registered office address depending on region*

"Module(s)" means the respective documents entered into between the Parties applicable to Services, Software and Support (Software) and/or Hardware. Additional Modules may be added hereunder by mutual written agreement of the Parties. A Module must be signed by both Parties to be effective.

"Northern Personnel" means employees, contractors, agents and representatives of Northern.

"Northern Premises" means any location owned, operated or contracted by Northern.

"Open Source Software" means any software that is licensed under any license currently listed or described at http://www.opensource.org /docs/definitions.php or at http://www.opensource.org/licenses, "Free Code" as defined by the Free Software Foundation or software that: (i) prohibits imposing restrictions on (a) distribution of the software or derivatives, or (b) aggregations with any other software; (ii) prohibits royalties, fees or other charges for software or derivatives; (iii) requires and/or permits distribution of the software or derivatives in Source Code form; or (iv) requires users or licensees to have the right to access any Source Code of the software or derivatives.

"Personnel" or **"Provider Personnel"** means employees, contractors (including Subcontractors), agents and representatives of Provider performing any Services under the Modules or in Account Management roles.

"Personally Identifiable Information" or **"PII"** means nonpublic personal information regarding a Northern Client (individual or institutional), Northern Personnel or another party for whose information Northern is legally accountable or for whose information Northern is contractually obligated to protect (*e.g.*, vendors, visitors, consultants, etc.) that is made available to Provider by or at the direction of Northern, or directly by the individual concerned, or to which access was provided in the course of Provider's performance of the Agreement, that identifiers or can be used to identify, either directly or indirectly, an identifiable natural person. Examples of PII include, but are not limited to: name; address; Tax Identification Number; Social Security Number, National Identity number; date of birth; transaction account numbers; credit/debit card numbers; online banking user names or passwords; biometric data, racial or ethnic origin; political opinions; religious beliefs; union membership status; physical or mental health or condition; sexual life; and/or criminal history. PII shall be deemed Northern Confidential Information.

"Products" means any Hardware, Software and/or Third-Party Software provided to Northern by Provider pursuant to the Agreement.

"Public Official" means any official, agent, employee, or representative of (or person acting in an official capacity of): a national, supranational, regional, or local government; an agency, department or instrumentality of a government; an entity with an aggregate twenty-five percent (25%) or more government ownership or control by one of the foregoing; a judicial body; a public international organization; a political party; or any body that exercises regulatory authority over Northern. Public Official also includes any candidates for public office or for political party positions as well as members of royal or ruling families. Public Official includes immediate family members and close associates of all parties mentioned above.

1 and *Insert relevant NT entity and registered office address depending on region*
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"Purchase Order" means Northern's written order to Provider, that incorporates the Agreement by reference, for the license of Software and/or the purchase of Hardware, Hardware maintenance and/or Software Maintenance Services.

"Regulatory Authority" means any foreign, federal, state or local governmental or regulatory agency or body or other competent authority that enforces Laws or otherwise regulates and/or supervises Northern (or its Affiliates), Provider (or its Affiliates if they provide Hardware, Software or Services under the Agreement) and/or either of their activities relating to this Agreement (including Northern's use of the Products and/or Services).

"Relationship Manager" shall mean each Party's primary point of contact with respect to this Agreement,

"Requirement(s)" means Northern's technical, functional, operational and/or performance specifications applicable to the Hardware, Software or Services (including Deliverables) to be provided pursuant to the applicable SOW and/or Schedule and shall include agreed upon Service Levels.

"Schedule" means the document Northern and Provider execute pursuant to a Module for the provisions of specific Software and Software Maintenance Services. For a Schedule to be effective, it must be signed by both Parties.

"Security Event" means a disclosure of Northern PII and/or Confidential Information to unauthorized parties or an actual or attempted bypass or breach of security controls intended to protect Northern PII and/or Confidential Information.

"Service(s)" means the performance of a task or tasks by Provider pursuant to an applicable Module under this Agreement and as specifically set forth in the relevant SOW and/or Schedule. For the avoidance of doubt, Services include any Deliverables resulting therefrom.

"Service Commencement Date" the date on which Services are first provided to Northern under a SOW and/or Schedule.

"Site" means the location at which Products and/or services are to be provided by Provider to Northern in connection with each SOW, Schedule and/or Purchase Order is to be delivered, installed or performed as provided in each SOW.

"Software" means the object code version (unless specified otherwise in an applicable Schedule) of any computer program, firmware or operating system that is licensed to Northern by Provider. Software includes any third-party software and any client utilities, including program routines or database features provided by Provider that are necessary to access and use the Software. Software also includes any Updates (as defined in the Software Module) provided to Northern by Provider and any modifications and/or customizations prepared by Provider for Northern under a SOW.

"**Source Code"** means computer code that is written in a human-readable, recognized programming language that can be converted into machine or object code form.

1 and 2 *Insert relevant NT entity and registered office address depending on region*

"Statement of Work" or **"SOW"** means the document Northern and Provider execute pursuant to a Module for the provisions of specific Hardware and/or Services. For a SOW to be effective, it must be signed by both Parties.

"Subcontractor" means any third-party (whether an individual not directly employed by Provider or an entity), regardless of level or tier, that performs all or any part of Provider's obligations to Northern under the Agreement.

"Work Product" means all materials, tangible work and software (in both source code and object code), computer system design, data, documentation, tangible records, models, inventions, ideas, concepts, techniques, methods, processes, formula, works of authorship, designs compilations and other materials, and all tangible embodiments of the foregoing, regardless of the media in which they may be stored or rendered, which are conceived, created, discovered, reduced to practice or recorded by Provider as a result of Provider's performance of services for Northern, including all Intellectual Property Rights therein. Work Product includes, but is not limited to, Deliverables.

2. AGREEMENT STRUCTURE

2.1 Any Northern Affiliate may purchase Hardware, license Software or procure Services under the Agreement by executing a SOW, a Schedule or in the case of Hardware, either a SOW or an applicable Purchase Order in its own name with Provider that incorporates by reference the terms of the Agreement. In such event, the applicable Affiliate shall be solely responsible for its performance and all obligations to Provider thereunder.

2.2 In the event that an applicable Schedule, SOW or Purchase Order calls for the delivery of Hardware, the use of Software or the provision of Services outside the United States, certain additional or different terms may be applicable to such transaction (**"Country Unique Terms,"** attached hereto as Exhibit 1). The Country Unique Terms shall prevail over the terms of the Agreement in the event the Agreement does not address the specific provision or of an actual conflict or inconsistency with the terms of the Agreement and only with respect to any transaction for the delivery of Hardware, the use of Software or the provision of Services outside the United States.

3. TERM AND TERMINATION

3.1 Term. The Agreement shall begin on the Effective Date and shall remain in force until the later of (a) five (5) years from the Effective Date, or (b) the expiration or termination of the last surviving SOW and/or Schedule (the **"Term"**). Northern may extend the Term for a period of twelve (12) months by providing written notice to Provider of its intention to do so not less than sixty (60) days prior to the expiration date of the then current Term. For the avoidance of doubt, the term of any Module, regardless of when executed by the Parties, shall expire or terminate on the termination or expiration of this Master, unless earlier terminated by Northern.

3.2 Termination for Cause. Either Party may terminate the Agreement immediately upon written notice to the other Party if the other Party: (i) materially breaches the Agreement or the terms of a SOW Schedule and/or Purchase Order, other than with respect to a payment obligation, and fails to remedy such breach within thirty (30) days after receiving written notice thereof from the other Party, or (ii) materially breaches a payment obligation under the Agreement or such SOW, Schedule and/or Purchase Order and fails to remedy such breach within ninety (30) days after receiving written notice thereof from the other Party. Northern may terminate this Agreement immediately for cause upon written notice to Provider, if Provider: (a) commences bankruptcy or dissolution proceedings, has a receiver appointed for a substantial part of its assets, or ceases to operate in the ordinary course of business; (b) materially breaches its obligations set forth in Sections 4 ("Confidential Information"), 5 ("Data Privacy and Information Security"); 13.5 ("Publicity"); and/or 14.3 "Anti-Bribery and Supplier Code of Conduct" (including, but not limited to the Northern Global Anti-Bribery and Anti-Corruption Policy for Providers (Exhibit 2)); or (c) materially breaches the Agreement or a SOW, Schedule or Purchase Order in a manner that cannot be remedied.

1 and *Insert relevant NT entity and registered office address depending on region*
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3.3 Termination for Convenience. Either Party may terminate this Agreement or any SOWs, Schedules and/or Purchase Orders for convenience, in whole or in part, at any time, without cause, and without penalty by giving Provider written notice at least sixty (60) day's prior to the specified termination date.

3.4 Resolution Provisions. Due to Northern's obligations to Regulatory Authorities under applicable Laws and Regulations related to financial institution Resolution planning, including but not limited to Section 165(d) of the Dodd-Frank Wall Street Reform and Consumer Protection Act (12 U.S.C. § 5301, et seq.), the additional provisions regarding termination and related matter set forth in Exhibit 3 ("Resolution Provisions") shall apply and shall supersede any conflicting provisions set forth in the Agreement on the occurrence of a Resolution Event.

3.5 Effect of Termination. Termination or expiration of the Master shall not affect the Parties rights and obligations under any other SOWs, Schedules or Purchase Orders executed by the Parties prior to such termination or expiration. Termination of one or more SOWs, Schedules and/or Purchase Orders shall not affect the Parties' right and obligations under any other SOWs, Schedules and/or Purchase Orders executed by the Parties prior to such termination or expiration, and all such other SOWs, Schedule and/or Purchase Orders shall remain in full force and effect unless and until terminated in accordance with these terms. If Northern terminates the Agreement as a result of Provider's default, in addition to any other remedies Northern may have at law or in equity, Provider shall refund to Northern all Charges paid pursuant to this Agreement, including executed SOWs, Schedules and/or Purchase Orders for Services not yet rendered or Products not yet delivered.

4. PAYMENT, INVOICING AND TAXES

4.1 Transactions Under the Agreement. Provider shall sell and Northern shall purchase those pieces of Hardware, licenses to Software and/or Services that are specifically set forth in an applicable SOW, Schedule and/or Purchase Order between the Parties. The only Charges applicable thereto shall be those set forth in the relevant SOW, Schedule and/or Purchase Order.

4.2 Payment. Unless otherwise set forth in an applicable Module, Schedule, SOW or Purchase Order, on a monthly basis, Provider shall deliver to Northern an invoice, consistent with the requirements in Exhibit 4 ("Invoicing") and the applicable purchase order, of all Charges then due. Northern shall pay all undisputed invoices, in local currency, within thirty (30) days of receipt of a correct invoice. Northern shall have no obligation to pay any Charges that Provider fails to invoice to Northern within ninety (90) days of the date on which the Charges were incurred, unless otherwise agreed by the Parties. Unless otherwise agreed by the Parties, any credits due to Northern shall be applied on the next invoice for the applicable SOW, Schedule and/or Purchase Order against amounts then due and owing. If any credit is due to Northern after the termination or expiration of the applicable SOW, Schedule and/or Purchase Order, Provider shall pay the amount of the credit to Northern within thirty (30) days after the credit accrues. Unless otherwise directed by Northern, all credits shall be applied and/or paid in local currency.

1 and 2 *Insert relevant NT entity and registered office address depending on region*

4.3 Disputed Amounts. Northern shall not be obligated to pay incorrect invoices or invoices disputed in good faith. Northern must pay undisputed amounts on incorrect invoices and such payment shall not affect its rights to challenge disputed amounts. In the event of a good faith dispute with regard to an item appearing on an invoice, Northern may withhold the disputed amount while the Parties attempt to resolve the dispute in accordance with Section 12 ("Dispute Resolution") and Northern's actions shall not constitute a breach of this Agreement, be grounds for Provider to suspend its obligations under this Agreement or be cause to charge Northern for any interest, late fees or attorneys' fees related to the disputed amount. In the event Northern is found to be the originating fault resulting in the Dispute, any reasonable expenses incurred in the Dispute Resolution are recoverable by the Provider from Northern. Once the dispute has been resolved, Northern shall pay the agreed upon Charges within thirty (30) days of its receipt of a corrected invoice.

4.4 Expenses. Except as expressly set forth in an applicable Module and/or SOW, Schedule and/or Purchase Order, Northern shall not be responsible for any out of pocket expenses of Provider, including but not limited to travel, hotel and/or meals. To the extent Northern agrees to reimburse Provider for specified expenses pursuant to a Module and/or SOW, Schedule and/or Purchase Order, all such expenses shall be actual (without mark-up), reasonable and shall be reimbursed in accordance with Northern's "Northern Trust Corporate Travel Policy for Providers" (Exhibit 5 hereto), which Northern may modify time to time in its sole and exclusive discretion.

4.5 Taxes.

a) Northern shall pay to Provider the sales, use, transaction or any other indirect tax relating to the taxable purchases of Hardware, Software and Services under this Agreement at the appropriate rate. The Parties shall cooperate to properly calculate any applicable taxes, to minimize such liability to the extent permissible under applicable law, and with respect to any claims for taxes asserted by applicable tax authorities. Taxes payable under this Agreement shall be added to the Charges payable by Northern to Provider, as applicable, as a separately stated line item on each invoice submitted to Northern in accordance with this Agreement. If Northern asserts in writing that such Charges are not subject to tax and provides reasonable support for its conclusions, Provider shall refrain from collecting and remitting any taxes with respect to any such Charges pursuant to this Agreement. Provider shall assign to Northern any applicable refund of taxes relating to this Agreement regardless of when such taxes were paid. Provider is solely responsible for paying any and all taxes not related Northern's use of the Hardware, Software and Services required by any federal, state and/or local law or regulation pertaining to the transactions contemplated by this Agreement.

b) Notwithstanding the provisions in Section 4.5(a) above, Northern may deduct withholding taxes, if any, from payments to Provider where required under applicable laws. This includes, without limitation, any withholding under Section 1441 of the U.S. Internal Revenue Code (the "Code") that has not been reduced or eliminated by provision by Consultant of valid certification of entitlement to benefits under a double taxation treaty, if applicable, and any withholding under Sections 1471-1474 of the Code. Provider shall cooperate to provide Northern with a properly completed IRS Form W-8BEN, W-8BENE-E, W-8ECI, W-8IMY, or W-9, as appropriate, to certify its status for U.S. tax purposes.

1 and 2 *Insert relevant NT entity and registered office address depending on region*

4.6 Benchmarking. Northern may, at any time after six (6) months from the Effective Date of any applicable SOW or Schedule (and not more than once a year), subject any Charges for, or terms and conditions applicable to, any Hardware, Software or Services, either in part or as a whole, to a benchmarking exercise by providing notice thereof to Provider. In such event, Northern shall retain an independent organization **("Benchmarking Advisor")** to compare, using generally accepted benchmarking process, the specific Charges at issue to substantially equivalent Hardware, Software or Services. Both Parties shall provide the Benchmarking Advisor with such assistance and supporting information as may reasonably be requested and shall cooperate with the Benchmarking Advisor in good faith. The Benchmarking Advisor shall present, within sixty (60) days of its appointment, a written report to both Parties analyzing the Charges at issue. In the event that the report indicates that any Charges provided or charged to Northern are materially greater than those that Provider charges to other customers receiving substantially similar Hardware, Software or Services under substantially similar terms and conditions, Provider shall adjust the Charges such that they are no higher than those for such similarly situated customers and refund an amount of Charges previously paid equal to the excess of such amount over the amount which would have been paid under the revised Charges.

5. CONFIDENTIALITY

5.1 Confidentiality Obligations. Receiving Party shall not: (i) disclose, distribute or convey Confidential Information of the Disclosing Party to any third party except after prior written approval of Disclosing Party; (ii) make copies or reproductions of any such Confidential Information, except solely to further the purposes of this Agreement; and/or (iii) use any such Confidential Information for any purpose other than performing its obligations under the Agreement. A Receiving Party may disclose Confidential Information of the Disclosing Party to those of its employees, agents or contractors that have a need to know such Confidential Information and who are subject to binding confidentiality obligations at least as protective as those set forth herein. Northern may also disclose the terms and conditions of the Agreement (including the Charges under any applicable SOWs, Schedules and/or Purchase Orders) to a Benchmarking Advisor, subject to appropriate confidentiality protections, in the event that it invokes its rights under Section 4.6 ("Benchmarking") above. In the event that Northern is the Disclosing Party, neither Provider nor Provider Personnel shall remove any Confidential Information (or any copy or summary thereof) from Northern's premises or from any Site without the prior written consent of Northern. Upon written request by Northern, Provider shall: (a) provide Northern with a list of Provider Personnel (if any) that have had or shall have access to any Northern Confidential Information; and/or (b) cause each of Provides's Personnel with access to Northern Confidential Information to enter into an agreement with Northern related to protection of Northern Confidential Information and related matters. Upon the termination or reassignment of any Provider Personnel, Provider shall secure and return to Northern all Northern property, including all Northern Confidential Information, in the terminated or reassigned Provider Personnel's custody, possession or control. For the avoidance of doubt, Provider shall be liable for any unauthorized disclosure and/or unauthorized use of Confidential Information by any Provider Personnel.

5.2. Standard of Care. Receiving Party acknowledges that all Confidential Information of Disclosing Party is considered proprietary and strictly confidential. Receiving Party shall exercise, at a minimum, the same degree of care to protect Confidential Information received from Disclosing Party, or which it becomes aware of about Disclosing Party as a result hereof, that it would employ for its own comparable confidential information (but in no event less than a reasonable degree of care).

1 and 2 *Insert relevant NT entity and registered office address depending on region*

5.3 Confidentiality Period. The obligations of each party set forth in this Section shall survive the completion or termination of this Agreement and shall remain in effect for three (3) years after completion or termination of the applicable Schedule or the termination of this Agreement. Notwithstanding the foregoing, to the extent that any Northern Confidential Information relates to Northern Clients, the obligations set forth in this Section shall continue indefinitely.

5.4 Ownership. Receiving Party agrees that Confidential Information of the Disclosing Party shall at all times remain the sole property of Disclosing Party and, if in tangible form such as (by way of example and not limitation), in writing or on tape, disk, or other electronic media, such tangible material and all copies shall be returned to Disclosing Party within five (5) Business Days after termination of this Agreement or the applicable SOW or upon demand at any other time. Except as otherwise expressly set forth in the Agreement, no rights or licenses are granted by Disclosing Party to Receiving Party under any patents, copyrights, trademarks, trade secrets or other proprietary rights of Disclosing Party as a result of or related to this Agreement.

5.5 Legally Required Disclosures. If Receiving Party is legally required to disclose any Confidential Information of Disclosing Party in connection with any legal or regulatory proceeding, Receiving Party shall (unless prohibited by applicable Law) notify Disclosing Party within a reasonable time prior to disclosure to allow Disclosing Party a reasonable opportunity to seek appropriate protective measures, or other appropriate remedies prior to disclosure. Subject to any protective measures or other remedies imposed by the applicable legal or regulatory body, Receiving Party may disclose only that portion of that Confidential Information that it is legally required to disclose and shall exercise reasonable efforts to obtain assurances that confidential treatment shall be accorded to that Confidential Information.

5.6 Exceptions to Confidentiality Obligations. The obligations set forth in this Section 5 shall not apply to: (a) any disclosure specifically authorized in writing by Disclosing Party; or (b) Confidential Information that: (1) has become well known in the trade; (2) was disclosed to Receiving Party by a third party not under an obligation of confidentiality to Disclosing Party; (3) was independently developed by Receiving Party not otherwise in violation or breach of this Agreement or any other obligation of Receiving Party to Disclosing Party; or (4) was rightfully known to Receiving Party prior to entering into this Agreement.

5.7 Unauthorized Disclosure of Confidential Information. Receiving Party acknowledges that the unauthorized use or disclosure of any Confidential Information of the Disclosing Party may cause irreparable harm to Disclosing Party. Accordingly, Receiving Party agrees that Disclosing Party shall be entitled to seek equitable relief, including injunctive relief, in addition to all other remedies available at law for any threatened or actual breach of this Agreement or any threatened or actual unauthorized use or disclosure of Confidential Information. If Receiving Party becomes aware of a threatened, suspected or actual breach of its confidentiality obligations set forth in this Section or a Security Event, Receiving Party shall immediately (but in no event more than 24 hours from the time that it reasonably believes such a threatened, suspected or actual breach has occurred) so notify Disclosing Party. In the event that Provider is the Receiving Party and has disclosed such Northern Confidential Information, such notice shall (in addition to the requirements set forth in section 13.2 (“Notice”) be to: vendor_breach_notification_team@ntrs.com. For the avoidance of doubt, the foregoing applies to, but is not limited to, the unauthorized disclosure of Northern PII.

[1] and [2] *Insert relevant NT entity and registered office address depending on region*

6. DATA PRIVACY AND INFORMATION SECURITY

6.1 Compliance with Northern's Information Security Policies. Provider shall comply with the terms, including all requirements and obligations, set out in Exhibit 6 ("Information Technology Security") attached hereto. Northern reserves the right to modify Exhibit 6 from time to time in its sole and exclusive discretion. Northern shall use commercially reasonable efforts to notify Provider promptly of any such modifications.

6.2 Provider Privacy Policy; Compliance with Applicable Law. Provider shall maintain a privacy policy that complies with applicable Laws and Regulations in each jurisdiction where it provides Products and/or Services to Northern and in each jurisdiction in which any Northern data subjects reside. Further, Provider shall comply with all data privacy Laws, including but not limited to all Laws concerning data protection and data security applicable to Northern and/or Provider with respect to Provider's activities hereunder in each jurisdiction in which any Northern data subjects reside.

6.3 Provider Information Security Program. During the Term, Provider shall maintain and follow a written information security program (**"WISP"**) that complies with all applicable Laws and Regulations in each and Regulations in each jurisdiction where it provides Products and/or Services to Northern. Such WISP shall include appropriate technical, organizational, administrative, physical and other safeguards designed to: (i) ensure the security and confidentiality of Confidential Information; (ii) protect against any threats or hazards to the security or integrity of Confidential Information; (iii) prevent against unauthorized destruction, modification, disclosure, access to or use of Confidential Information, (iv) prevent against accidental loss of or damage to Confidential Information; and (v) ensure the proper disposal of Confidential Information.

6.4 Limitation of Access to PII. The Parties agree that Provider shall not have access to or process PII of Northern or of its Clients under the Agreement unless the provision of Products and/or Services under an applicable SOW and/or Schedule require access to or processing of such PII. Provider shall take all reasonable steps to minimize such access as may be required. Provider agrees to reasonably cooperate with Northern and to cause its Subcontractors and Affiliates to execute and implement all other mutually agreed documentation and agreements to safeguard and protect such PII in accordance with all Laws and Regulations applicable to Northern and/or Provider.

6.5 Provider's Obligations in Event of a Security Event. In the event of a Security Event, in addition to the notification requirements set forth in Section 5.7 above, Provider shall: (a) promptly and fully cooperate with Northern in the investigation and remediation of the Security Event and permit Northern Trust to interview Provider's personnel without Provider's presence where the Security Event, in the sole discretion of Northern, so warrants; (b) assist Northern, at its own expense, in notifying any applicable Regulatory Authorities or other interested parties; and (c) reimburse Northern within seven (7) calendar days of receipt of a valid invoice for the costs and expenses related to Northern's notifications to impacted Personnel, Clients or other third parties, including any credit monitoring that Northern determines, in good faith, is appropriate under the circumstances.

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7 LEGAL AND REGULATORY COMPLIANCE

7.1 Compliance with Laws and Regulations. Each Party shall comply with all Laws and Regulations that apply to that Party and/or its activities relating to this Agreement. Provider shall provide Products and Services in a manner so that Northern is able to comply with all applicable Laws and Regulations, and in the case of a conflict, compliance with Laws and Regulations shall take precedence over any other terms of this Agreement. Provider shall not take any act, or fail to take any act, which causes Northern to be in breach of applicable Laws and/or Regulations. Provider shall maintain such authorizations, approvals, licenses and permits from Regulatory Authorities required to perform its obligations under this Agreement.

7.2 Export Compliance. Both Parties shall comply with all applicable export and import laws, including, but not limited to the Export Administration Regulations (15 CFR Parts 730-774, as amended). Each Party shall obtain any required export licenses and/or authorizations, imposed by any country in which the Products and/or Services are to be provided or used or either Party is resident or subject to jurisdiction. Provider shall not be entitled to any adjustment of the Charges, Service Levels or its obligations hereunder related to its compliance with any such requirements.

7.3 Communication with Regulatory Authorities. Unless otherwise agreed in writing by Northern, Northern shall be responsible for all communications and correspondence with any Regulatory Authority having authority over Northern and/or its activities relating to this Agreement. Except to the extent prohibited by any Regulation, Provider shall promptly notify Northern of, and pass on to Northern, any requests (including meeting requests) made by any Regulatory Authority that relate to subject matter of this Agreement, and Northern shall be entitled to attend any meetings with Provider required by the Regulatory Authority. Provider shall provide Northern (and at the request of Northern, those authorized by Northern, including its legal advisors, auditors and Regulatory Authorities), with copies of all reports to and correspondence with Regulatory Authorities that relates to its business or part of its business that provides Products or performs the Services or activities relating to this Agreement.

7.4 Notification of Regulatory Matters and Cooperation with Regulatory Authorities. Provider shall notify Northern immediately if it becomes aware, or has reasonable cause to suspect, that any act, matter or event has arisen or occurred or may arise or occur which may constitute or give rise to a violation of Regulations. As reasonably requested by Northern, Provider shall cooperate with Regulatory Authorities and shall assist Northern in its dealings with Regulatory Authorities.

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8. PROVIDER PERSONNEL

8.1 Sufficient and Suitable Provider Personnel. Provider shall assign sufficient Personnel to provide Services in accordance with each SOW, Schedule or in Account Management roles. Provider shall ensure that each of the Provider Personnel has suitable competence, ability, education, training, licensing (as applicable) and other qualifications for their assigned role. In addition, Provider shall ensure that: (i) all Provider Personnel who perform Services or Relationship Management tasks under the Agreement are authorized to accept employment with Provider (or allowed Subcontractors) in the country in which they work; and (b) comply with any additional requirements in any Module (or Attachment thereto).

8.2 Use of Subcontractors. Provider shall not use Subcontractors to provide any Services hereunder without: (a) notifying Northern of the components of the Services affected, the scope of the proposed subcontract, the identity and qualifications of the proposed Subcontractor and the reasons for subcontracting the work in question; and (b) obtaining Northern's prior written approval of that Subcontractor. Northern may revoke its approval thereof by giving Provider thirty (30) day's prior notice describing the basis for the revocation. Notwithstanding any approval by Northern, Provider shall remain solely responsible for the performance of all Services and all other obligations under this Agreement and under any applicable SOWs, Schedules and/or Purchase Orders and shall be liable for any Subcontractor's failure to perform or abide by the provisions of this Agreement. Provider shall be solely responsible of assessing whether any Subcontractor's financial condition is sufficiently strong to fulfill its obligations with respect to Northern.

8.3 Status of Provider Personnel. Provider Personnel shall not, directly or indirectly, be deemed an employee, agent, servant or joint employee of Northern. Provider (or its allowed Subcontractor(s)), as the employer, shall be the pay-rolling employer and shall have the complete and sole discretion to hire and fire, discipline, evaluate, supervise, train, maintain records of hours, handle payroll, provide insurance and determine all other terms and conditions of employment. Provider shall be responsible for all risks incurred in the operation of its business and shall enjoy all the benefits thereof. Provider Personnel shall be under the sole control and direction of Provider (or its allowed Subcontractor(s)) and shall be solely responsible for all liabilities and expenses thereof. Northern shall have no right or authority with respect to the selection, control, direction or compensation of Provider Personnel. Provider shall have the full power and authority to select the means, mode and methods of performing any Services hereunder. Notwithstanding the foregoing, Provider and Northern may agree in a SOW as to limitations on Key Personnel, the right of Northern to request the removal of certain Personnel from the provision of Services, Service Levels and other performance, security and quality control standards; provided that this shall not affect the classification of the Parties as independent contractors or the Provider (or its allowed Subcontractor(s)) as the employer or contractor of the Personnel. Provider Personnel are not eligible for, nor may they participate in, any employee benefit plans of Northern, and Northern shall not insure Provider Personnel for workers' compensation coverage or for unemployment insurance. Provider is solely responsible for, and agrees to comply with all Laws and Regulations with respect to: (i) salaries and compensation (including unemployment compensation), (ii) deductions and withholdings, (iii) employee benefits, including but not limited to healthcare insurance; and (iv) payment of any and all contributions, taxes and assessments with respect to Provider Personnel.

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8.4 On-Site Security. To the extent that Provider Personnel perform Services or Account Management activities on Northern Premises, Provider Personnel shall at all times comply with all Northern health, safety and security requirements.

8.5 Nondiscrimination. Provider shall not discriminate against any of its Personnel or applicants for employment because of age, race, color, religion, sex, sexual orientation, creed, alienage, marital status, national origin, ancestry, disability or veteran status or any other basis prohibited by applicable Laws. Unless exempt, Provider shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60- 741.5(a). If applicable, the Provider shall also abide by the requirements 41 CFR § 61-300.10 regarding veteran's employment reports and 29 CFR Part 471, Appendix A to Subpart A regarding posting a notice of employee rights.

8.6 Supplier Diversity. Provider acknowledges Northern's diversity efforts to support: Minority Business Enterprises; Women Business Enterprises; Small Business Enterprises; Disabled Business Enterprises; Veteran Business Enterprises; Service Disabled Veterans; and Lesbian, Gay, Bisexual and Transgender Business Enterprises (collectively **"Diverse Suppliers"**) and its commitment to the participation of such suppliers in Northern's overall procurement requirements. During the Term, at no additional charge to Northern and consistent with the efficient performance hereof, Provider shall obtain from Diverse Suppliers (as suppliers to, or Subcontractors of Provider), a quantity of Products and Services that is reasonable in relation to the total Charges under this Agreement.

9. REPRESENTATIONS AND WARRANTIES

9.1 Mutual Representations and Warranties. In addition to any representations and warranties contained in the applicable Module(s) or SOW(s), each Party hereby represents and warrants that:

(a) it is duly organized, validly existing, has full and adequate power to own its property and conduct its business as now conducted, is in good standing and duly licensed, and has procured all necessary licenses, registrations, approvals, consents and any other communications in each jurisdiction as required to enable it (including Provider's personnel) to perform its obligations under this Agreement;

(b) the execution, delivery and performance of this Agreement and any transactions hereunder have been duly and validly authorized by all necessary action, corporate or otherwise, and this Agreement constitutes a valid, legal and binding obligation of the Party;

(c) it is not and shall not be subject to any agreement or other constraint that does, would, or with the passage of time would, prohibit or restrict its right or ability to enter into, or carry out, its obligations hereunder; and

(d) with respect to Confidential Information of the other Party in its possession, it shall maintain, at a minimum, reasonable and customary security measures applicable to the manner in which it possesses such information (*e.g.*, physically, electronically or otherwise) to protect the Confidential Information from unauthorized use and/or disclosure.

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9.2 Provider's Representations and Warranties. In addition to any representations and warranties contained in the applicable Module(s) or SOW(s), Provider hereby represents and warrants that:

(a) all written information (including financial information) furnished to Northern prior to the Effective Date by or on behalf of Provider in connection with this Agreement, and all the information made a part of this Agreement is true, accurate and complete, and contains no false statements of material fact or omits any material fact necessary to make such information not misleading;

(b) it has not and shall not provide to any Northern employee or contractor any gift, gratuity, service or other inducement or favor to influence or reward that employee or contractor in connection with this Agreement or any SOW;

(c) it shall comply (and ensure its Personnel comply) with the Northern Supplier Code of Conduct, and further represents and warrants that in the course of performing its obligations under the Agreement, no expenditures for other than lawful purposes have been nor shall be made and that no payments or things of value have been or shall be offered or made by it to government officials or political parties or candidates, either directly or indirectly, and no government official or employee or official has any direct or indirect ownership or investment interest or interest in the revenues or profits of Provider;

(d) its exercise of its rights and performance of its obligations hereunder it shall comply with all Laws and Regulations and that any payments to it under this Agreement do not contravene the law of the country in which the Agreement is to be performed and in the event any payment to Provider hereunder is requested to be made at a place outside of Provider's home country: (i) the payment shall not violate any applicable foreign currency control laws, (ii) that Provider shall seek all necessary approvals related thereto, and (iii) that Provider shall pay such income and other taxes as may be properly due as a result of the payment of such compensation;

(e) it has binding agreements with each of its Personnel to protect Northern's Confidential Information to the same or greater extent than required herein and to convey any intellectual property and/or moral rights necessary to grant Northern any rights or licenses under an applicable SOW;

(f) there is no action, suit, claim, investigation or proceeding pending, or to the best of Provider's knowledge, threatened or anticipated, nor does Provider know of any basis for any such action against, by or affecting Provider or the Documentation, Hardware, Software or Services which, if adversely decided, may adversely affect: (i) Provider's ability to enter into this Agreement; (ii) Provider's performance of its obligations herein; or (iii) Northern's use of the Documentation, Hardware, Software or Services. Provider further represents and warrant that it shall notify Northern in writing, within ten (10) days of Provider's knowledge of any action, suit, claim, investigation, or proceeding initiated by or against Provider that may adversely affect Provider's ability to perform under this Agreement, including where amounts in dispute may result in a material adverse change in the financial status of Provider; and

(g) it shall pay all vendors and Subcontractors in a timely manner and that the Documentation, Products and/or Services shall be provided to Northern free of any liens or encumbrances.

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9.3 Remedies. In addition to any other right or remedies that Northern may have at law or in equity, upon written notice from Northern of noncompliance with any representation or warranty set forth in this Agreement, Provider shall, at its sole expense, promptly take all steps necessary to correct the non conformity, at no additional cost to Northern.

9.4 Disclaimer. EXCEPT AS SET FORTH IN THIS AGREEMENT (INCLUDING, FOR THE AVOIDANCE OF DOUBT, IN ANY APPLICABLE MODULES AND/OR SOW(s)), NEITHER PARTY MAKES ANY OTHER REPRESENTATIONS AND/OR WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

10. INDEMNITY

10.1 Intellectual Property Indemnification. Provider shall indemnify, defend and hold harmless Northern, its Affiliates and their respective directors, officers, employees and agents (collectively, the **"Indemnified Parties"**) from and against any and all third party claims, losses, damages, suits, fees, judgments, costs and expenses (collectively, **"Third Party Claims"**), including reasonable attorney's fees and expenses, incurred in responding to such Third Party Claims, that the Indemnified Parties may suffer or incur due to a claim that any Documentation, Products, Services (including Deliverables thereunder) or Northern's use or possession thereof infringes or violates any Intellectual Property Rights of a third party. In addition to the indemnification obligations above, if Provider reasonably believes that Northern's use of any Documentation, Products or Service is, or is reasonably likely to be, disrupted by such a Third Party Claim, it shall promptly so notify Northern and shall, within seven (7) days thereof, at Northern's discretion and without additional charge: (i) replace the Documentation, Products or Service (including Deliverable thereunder) with a compatible, functionally equivalent and non-infringing alternative; (ii) modify the Documentation, Products or Service (including Deliverable thereunder) so as to provide Northern with a functionally equivalent, compatible and non-infringing Product or Service; (iii) obtain a license for Northern to continue use of the Documentation, Products or Service (including Deliverable thereunder) for the remainder of the term and pay for any additional fees required for such license; or (iv) if none of the foregoing alternatives are reasonably practicable after Provider's best efforts to achieve them, then, in addition to any other remedies available to Northern under this Agreement or at law or in equity, Northern may terminate this Agreement and/or any applicable SOW and receive a refund of all fees paid thereunder to date. Provider's obligations under this Section shall apply on a worldwide basis and include both U.S. and non-U.S. jurisdictions.

10.2 Indemnification for Other Matters. Provider shall indemnify, defend and hold harmless the Indemnified Parties from and against any and all Third Party Claims, including reasonable attorney's fees and expenses incurred in responding to such Third Party Claims, that the Indemnified Parties may suffer or incur due to: (i) Provider's negligence, willful misconduct or other tortious action; (ii) Provider's breach of any privacy, confidentiality or data security obligation under this Agreement; (iii) Provider's acts or omissions resulting in any personal injury (including death) or damage to property; (iv) Provider's violation of any Law or Regulation; or (v) any claims or liabilities relating to work status, compensation, tax, insurance or benefit matters related to Provider's Personnel. Provider's obligations under this Section shall apply on a worldwide basis and include both U.S. and non-U.S. jurisdictions.

1 and 2 *Insert relevant NT entity and registered office address depending on region*

10.3 Indemnification Procedure. If a Third Party Claim is commenced with respect to which the Indemnified Party is entitled to indemnification under Sections 10.2 or 10.3, the Indemnified Party shall provide prompt notice thereof to Provider. Provider shall be entitled, if it so elects in a notice promptly delivered to the Indemnified Party, to immediately take control of the defense, settlement and investigation of any Third Party Claim and to employ and engage attorneys reasonably acceptable to the Indemnified Party to handle and defend the same, at Provider's sole cost. The Indemnified Party shall cooperate in all reasonable respects, at Provider's cost and request, in the investigation, trial and defense of such Third Party Claim and any appeal arising therefrom. Failure of the Indemnified Parties to satisfy the foregoing notice and cooperation requirements shall relieve Provider of its obligations in this Section only if and to the extent that Provider suffers actual material prejudice as a result thereof. Provider shall not consent to the entry of any order or judgment or enter into any settlement with respect to a Third Party Claim that imposes any obligations on an Indemnified Party without the Indemnified Party's prior written consent. An Indemnified Party may also, at its own cost, participate through its attorneys or otherwise in such investigation, trial and defense of any Third Party Claim and related appeals. If Provider does not assume full control over the defense of a Third Party Claim as provided in this Section, the Indemnified Party shall have the right to defend the Third Party Claim in such manner as it may deem appropriate, and Provider shall be responsible for all such costs and expenses.

11. LIMITATION OF LIABILITY

EXCEPT FOR ANY: (i) DAMAGES ARISING OUT OF A PARTY'S FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (ii) AMOUNTS RESULTING FROM THE OBLIGATIONS UNDER SECTION 10 ("INDEMNITY") (NO MATTER HOW SUCH AMOUNTS ARE CHARACTERIZED); (iii) DAMAGES AND/OR LIABILITY RESULTING FROM A PARTY'S BREACH OF ITS CONFIDENALITY OBLIGATIONS; AND (iv) DAMAGES AND/OR LIABILITY RESULTING FROM A PARTY'S BREACH OF ITS PRIVACY OR DATA SECURITY OBLIGATIONS HEREUNDER, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, INCLUDING LOST PROFITS OR LOST BUSINESS WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY, EVEN IF THAT PARTY HAS BEEN ADVISED OF THEIR POSSIBILITY.

12. DISPUTE RESOLUTION

12.1. Dispute Resolution. If a dispute arises between the Parties relating to this Agreement, the Parties shall initially attempt to resolve such dispute in good faith. The Parties shall ensure that senior executives with decision-making authority, shall attend such negotiation to attempt to reach a mutually agreeable resolution, within fifteen (15) Business Days of either party's request in writing for such meeting. All negotiations pursuant to this Section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

12.2 Mediation. If the Parties have not resolved any dispute described above within thirty (30) days of the first negotiation, the Parties shall engage in good faith mediation under the then-current mediation procedure of JAMS. Each party shall bear equally the costs of the mediation. The Parties jointly shall appoint a mutually acceptable neutral mediator. If they cannot agree on a mediator within twenty (20) days of the negotiation identified in Section 12.1 above, they shall use a JAMS appointed mediator. The mediation shall take place in Chicago, IL, within thirty (30) days following the selection of a mediator or such date agreed to by the Parties.

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12.3 Arbitration; Alternatively, Waiver of Jury Trial. Any dispute, claim or controversy (not amicably resolved pursuant to Sections 12.1 or 12.2) arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Chicago, Illinois before a single arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude either Party from seeking provisional remedies (including but not limited to injunctive relief) in aid of arbitration from a court of appropriate jurisdiction. The Parties shall maintain the confidential nature of the arbitration proceeding and the award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits or as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement or unless otherwise required by Law or judicial decision. Each Party shall bear its own costs and attorney's fees. All costs of the arbitration (including but not limited to the fees and expenses of JAMS) shall be split evenly between the Parties. The findings, reasoning and decision of the arbitrator shall be in writing. IN THE EVENT THE PARTIES MUTUALLY AGREE THAT A DISPUTE ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE AGREEMENT SHALL NOT BE SUBMITTED TO BINDING ARBITRATION, AND INSTEAD AN ACTION SHALL BE BROUGHT IN COURT, THEN BOTH PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THEY HEREBY WAIVE AND RELINQUISH THEIR (AND THEIR AFFILIATES') RESPECTIVE RIGHT TO A TRIAL BY JURY ON ANY AND ALL ISSUES.

12.4. Injunctive Relief. In addition to any other available legal and/or equitable remedies, each Party may seek preliminary and/or permanent injunctive relief enjoining the other Party from violating any provision of the Agreement for which the law or equity allows such relief.

13. RELATIONSHIPS, NOTICES, AUDITS, PUBLICITY AND REPORTS

13.1 Relationship Managers. Each Party shall appoint a Relationship Manager who shall develop and direct procedures to manage and monitor the relationship between the Parties, including, but not limited to performance, compliance and/or procedural issues under the Agreement, and set a defined schedule (monthly or as otherwise required by Northern) for meetings to address issues directly relevant to thee Agreement. (collectively, **"Relationship Management"**). Each Party may change its Relationship Manager from time to time by providing written notice to the other Party.

13.2 Notices. All consents, requests, demands, communications, and notices permitted or required to be given hereunder shall be in writing and shall be deemed given only when sent by first class mail (return receipt requested), hand-delivered or sent by documented overnight delivery service with tracking capabilities to the party to whom the notice is directed, at its address indicated below, all delivery charges prepaid. In addition, where this Agreement states that notice shall be given "immediately" after an event occurs, the notifying party shall also send an immediate e-mail message to the other party's Relationship Manager. Notices to be given "promptly" shall be given within five (5) Business Days. A party may change its address for notices by sending a change of address notice using this notice procedure. The Parties shall send a copy of each notice required to the other Party to:

To Northern Trust:
The Northern Trust Company One George Street, #12-06
Singapore 049145
Attention to: Human Resource Team

With copies to:
Sridhar Aithraj
Head of Procurement - APAC sa116@ntrs.com

To Provider:

Scott Montgomery, CEO
CIDC Building, 90 Eu Tong Sen Street,
#03-02B, Singapore 059811
Singapore-068574
scott@wellteq.co ,+65 8456 3858

With copies to:
Jeames Gillet, COO
283 Rokeby Road,
Subiaco -WA 6008, Australia
jeames@wellteq.co , +61 422 080 282

1 and 2 *Insert relevant NT entity and registered office address depending on region*

13.3 Audits. Northern and/or its representative(s) shall have the right to audit, examine and/or make copies of all data (excluding Provider source code, trade secrets, intellectual property and PII), billing records, invoices, payments, documents, information, procedures and records of any type and form, in the possession or control of Provider that relate to or concern the Hardware, Software, Services or Provider's relationship with Northern including, without limitation, those relevant to the protection of Confidential Information or to the protection of other sensitive data. Provider shall grant reasonable access to its facilities and afford all assistance reasonably necessary so that Northern and/or its representative(s) may complete any audit. Northern shall not be held responsible for reasonable time or miscellaneous costs incurred by Provider in association with any audit.

13.4 Publicity. Provider agrees that it shall not, without the express prior written consent of Northern: (i) use in advertising, publicity, or otherwise, the name of Northern, or any of its Affiliates, or any partner or employee of Northern, nor any trade name, trademark, trade device, service mark, symbol or any abbreviation, contraction or simulation thereof owned by Northern or any of its Affiliates; (ii) represent, directly or indirectly, that any Product or Service supplied by Provider has been approved or endorsed by Northern; or (iii) reveal the existence or terms and conditions of the Agreement, or that Provider is providing Products and/or Services to Northern. Notwithstanding the foregoing, upon prior written notice to Northern, Provider may make any disclosure specifically required by Law or Regulation. If Provider is a publicly traded company and is required to make a disclosure related to the Agreement under Item 601(b)(10) of Regulation S-K of the Securities and Exchange Commission (SEC), a confidential treatment request in a form satisfactory to Northern shall be filed with the SEC.

13.5 Financial Information and Notice of Change of Status**.** At Northern's request, Provider shall provide adequate information (as determined by Northern) to allow Northern to assess Provider's financial status and ability to perform its obligations under this Agreement. Provider shall promptly notify Northern of any material adverse changes in Provider's sources of capital, cash flow, management, product direction, ownership or financial stability. In addition, Provider shall notify Northern promptly of any actual or threatened occurrence of any event (whether financial or otherwise) that materially affects, or that could reasonably be expected to materially affect, Provider's ability to perform fully its obligations to Northern.

13.6 Reports and Management Information. In addition to requirements set forth in any applicable Modules and/or SOW(s), Schedules and/or Purchase Orders, Provider shall provide Northern such reports, management information and other information as Northern may reasonably require or request at such times and in such form as may be required by Northern, or by Regulatory Authorities, including, but not limited to monthly compliance reports and monthly Service Level reports. In the event that Provider has direct contact with Northern's Clients, Provider shall notify Northern of any Client complaints. If Provider is responsible for Northern Client complaint resolution, Provider shall provide monthly reports to Northern detailing the event and resolution status of the complaints to Northern's Relationship Manager.

1 and *Insert relevant NT entity and registered office address depending on region*
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14. ADDITIONAL PROVIDER RESPONSIBILITIES

14.1 Insurance. Provider shall, during the term of this Agreement, maintain at its expense all appropriate insurance for itself and its Personnel, including but not limited to, the insurance requirements set forth in Exhibit 7 ("Insurance Requirements") attached hereto.

14.2 Business Continuity Plan. With respect to any Services, Provider shall implement a mutually acceptable Disaster Recovery/Business Continuity Plan (**"Business Continuity Plan"**) defining its policies, procedures and standards for disaster recovery and business continuity. Additional requirements for the Business Continuity Plan shall be set forth in the applicable Module(s). Any proposed change to the Business Continuity Plan shall not be implemented without Northern's prior review and written consent.

14.3 Anti-Bribery and Supplier Code of Conduct. With respect to its conduct related to this Agreement, Provider shall adhere to the highest standards related to all legal, environmental, health & safety, human rights and ethical matters and shall, at a minimum comply with the "Northern Global Anti-Bribery and Anti-Corruption Policy for Providers" (Exhibit 2, hereto) and Northern's "Supplier Code of Conduct" (Exhibit 8, hereto), which may be amended from time to time by Northern.

15. GENERAL

15.1 Order of Precedence. Any conflict or inconsistency between the terms in the Master and any specific Module shall be resolved in favor of (a) the Master, then (b) the relevant Module and its respective SOWS, Schedules and/or Purchase Orders unless a SOW, Schedule and/or Purchase Order to such Module expressly states that it take precedence over the Master, then (c) the Exhibit(s) unless such Exhibit expressly states that it take precedence over the Master.

15.2 Interpretation. Section titles are for convenience only and shall not affect the meaning or interpretation of this Agreement in any way. As used in this Agreement, "will"means the same thing as "shall," and the words "include," "includes," and "including," shall always be construed as if followed by the words "without limitation." The singular includes the plural and vice versa**.** No warranty, remedy or obligation pursuant to this Agreement shall be conditioned on any other provision of this Agreement unless expressly so provided. THIS AGREEMENT SHALL BE CONSTRUED WITHOUT REGARD TO THE PARTY OR PARTIES RESPONSIBLE FOR ITS PREPARATION AND SHALL BE DEEMED AS PREPARED JOINTLY BY THE PARTIES HERETO. ANY AMBIGUITY OR UNCERTAINTY EXISTING HEREIN SHALL NOT BE INTERPRETED OR CONSTRUED AGAINST EITHER PARTY. EACH OF THE PARTIES AGREES THAT IT HAS READ EACH OF THE PARAGRAPHS OF THIS AGREEMENT, HAS HAD THE OPPORTUNITY TO AVAIL ITSELF OF LEGAL COUNSEL AND IS FREELY AND VOLUNTARILY ENTERING INTO THIS AGREEMENT.

15.3 Assignment. Subject to the additional provisions regarding assignment and related matters set forth in Exhibit 3 ("Resolution Provisions"), neither party may assign any rights or delegate any obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. However, Northern may assign this Agreement, any SOW, Schedule and/or Purchase Order, or any of its rights or obligations, in whole or in part, without Provider's consent: (a) to any of its Affiliate or (b) to an acquirer or successor-in-interest to Northern or any of its Affiliates in the case of a Northern merger, acquisition, divestiture, consolidation, Resolution Event or corporate reorganization (whether or not Northern is the surviving entity) that is financially viable. Any assignment or attempted assignment contrary to this Section shall be a material breach of this Agreement and null and void. This Agreement and each SOW, Schedule and/or Purchase Order shall be binding upon the successors, legal representatives and permitted assigns of the Parties. For purposes of this Section, any merger, sale or other change in ownership of a majority of the voting stock of Provider or other combination by operation of law with respect to Provider constitutes an assignment requiring consent.

1 and 2 *Insert relevant NT entity and registered office address depending on region*

15.4 Acquisition of Entity with Existing Relationship. If any merger or acquisition results in Northern and Provider having in effect other agreement(s) with the same general subject matter as the Agreement or any SOW, Schedule and/or Purchase Order, Northern may, at its option: (a) terminate the Agreement or the other agreement(s) in whole or in part (without liability or additional cost); or (b) require Provider to enter into SOWs, Schedules and/or Purchase Orders or other appropriate documents to move Provider's obligations, in whole or in part, from any terminated agreement to any continuing agreement.

15.5 Counterparts. The Agreement may be executed and delivered by facsimile or electronic mail and shall constitute the final agreement of the Parties and conclusive proof of such agreement. For the convenience of the Parties, any number of counterparts of this Agreement may be executed by any one or more Parties hereto, and each such executed counterpart (including any facsimile thereof) shall be deemed to be an original, and in the aggregate but one and the same instrument.

15.6 Relationship of the Parties. Provider is an independent contractor of Northern, and this Agreement shall not be construed as creating a relationship of employment, agency, partnership, joint venture or any other form of legal association. Neither Party shall have the power to bind the other or to assume or to create any obligation or responsibility on behalf of the other Party or in the other Party's name.

15.7 No Modification. No amendment, modification or waiver of or consent with respect to, any provision of this Agreement (including the Master, Modules and/or SOWs, Schedules and/or Purchase Orders thereto) shall be effective unless signed by an authorized representative for each Party. Notwithstanding the foregoing, any Exhibit to this Agreement may be amended or modified at Northern's discretion. Northern shall use commercially reasonable efforts to notify Provider of any changes that are, in its opinion, material. No course of dealing or usage of trade shall be invoked to modify the terms and conditions of the Agreement. No pre-printed information on invoices, purchase orders or shrink-wrap, click-wrap, browse-wrap or similar agreements shall have any force or effect between the Parties. Payment of an invoice shall not constitute an agreement to the content of the invoice or the acceptance of any Products or Services (including related Deliverables).

15.8 Severability. If any provision of this Agreement conflicts with the Law under which this Agreement is to be construed or if any provision of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, that provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected, and each of those provisions shall be valid and enforceable to the full extent permitted by law.

15.9 Survival. After this Agreement or any SOW terminates, the terms of this Agreement and SOW that expressly or by their nature contemplate performance after termination or expiration shall survive and continue in full force and effect. Without limiting the generality of the foregoing, the following Sections of this Master shall survive any termination: 1 ("Definitions"); 3 ("Term and Termination"); 5 ("Confidentially"); 6 ("Data Privacy and Information Security"); 7 ("Legal and Regulatory Compliance"); 10 ("Indemnity"); 11 ("Limitation of Liability"); 12 ("Dispute Resolution"); 13.2 ("Notices"); 13.3 ("Audit"); 13.4 ("Publicity"); and 15 ("General").

1 and *Insert relevant NT entity and registered office address depending on region*
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15.10 Other Suppliers; Commitment; No Exclusivity. Provider acknowledges that this is not an exclusive agreement and that Northern uses (and reserves the right to continue to use) other suppliers to provide similar or related goods and services. Provider shall, to the extent reasonably requested by Northern, cooperate in good faith and in a timely manner with Northern's other suppliers. Except as specifically stated in an applicable SOW, Schedule and/or Purchase Order, Northern shall have no obligation to purchase any minimum volume or quantity of Products or Services or to ensure the expenditure of any minimum monetary amount. Nothing herein or in any Module shall be construed as prohibiting or restricting: (a) Northern from independently developing or acquiring goods and/or services that are competitive with the Products or Service; or (b) Provider from providing similar goods and/or services to any other customer; provided, however, that Provider may not during the term of the applicable SOW, provide substantially similar services to any other customer except as and to the extent specifically permitted by a SOW, Schedule and/or Purchase Order; and provided further, that Provider continues to comply with the provisions of Section 4 ("Confidential Information") above and consistent with Northern's ownership rights in any Products or Deliverables.

15.11 Rights and Remedies Cumulative. Unless expressly stated otherwise in this Agreement, all rights and remedies provided for in this Agreement shall be cumulative and in addition to, and not in lieu of, any other remedies available to either party at law, in equity or otherwise. If either Party has a choice of one action or another action, the Party may take either or both of those actions at its discretion.

15.12 Waivers. The failure of either Party to enforce strict performance by the other Party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver to any extent of that Party's right to assert or rely upon any provision of this Agreement or right in that or any other instance. A delay or omission by either Party to exercise any right or power under this Agreement shall not be construed to be a waiver of that right or power. For any waiver to be effective, it must be in writing and signed by the Party waiving such right.

15.13 Force Majeure. Each party shall be excused from performance under this Agreement and shall have no liability to the other party for any period it is prevented from performing any of its obligations, in whole or in part, as a result of material delay caused by the other party or by an act of God, war, terrorism, civil disturbance, court order (except for such court order as may prohibit Northern's payment for the Services provided) or natural disaster (each, a "**Force Majeure Event**"), but specifically excluding: (a) labor and union-related activities, (b) the non-performance of any Provider Personnel (unless such non performance is due to a Force Majeure Event), and (c) the acts or omissions of the suppliers of Provider. If any of the above circumstances prevent, hinder or delay performance or are expected to hinder or delay performance of Provider's obligations under this Agreement for more than ten (10) calendar days, Northern may, at its option, terminate this Agreement (in whole or in part) without liability or penalty as of the date Provider receives written notice of termination.

15.14 Rights of Affiliates. All rights and benefits to Parties under this Agreement shall be deemed to extend and inure to the benefit of all Parties Affiliates, as permitted by Law.

1 and 2*Insert relevant NT entity and registered office address depending on region*

15.15 Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the applicable substantive laws of the State of Illinois, without giving effect to its conflicts of laws rules. The United Nations Convention on the International Sale of Goods shall not apply to the transactions contemplated by this Agreement. The Uniform Computer Information Transactions Act ("**UCITA**") shall not apply to this Agreement regardless of when and howsoever adopted, enacted and further amended under the laws of the State of Illinois or any other state. If UCITA is adopted and enacted in the state of Illinois or any other state having jurisdiction over any dispute related to the Agreement, the Parties agree to opt out of the applicability of UCITA pursuant to the opt-out provision(s) contained therein. Subject to the terms of Section 12 ("Dispute Resolution"), each party irrevocably agrees that any legal action, suit or proceeding brought by it in a court in any way arising out of this Agreement shall be brought solely and exclusively in, and shall be subject to the services of process and other applicable rules of, the state courts of Cook County, Illinois or the U.S. District Court for the Northern District of Illinois and each party irrevocably submits to the sole and exclusive personal jurisdiction of the courts in Illinois generally and unconditionally, with respect to any action, suit or proceeding brought by it or against it by the other party. Notwithstanding the foregoing, claims for equitable relief may be brought in any court with proper jurisdiction within the United States.

15.16 Entire Agreement. This Master (including the Exhibits), all Modules (including any Attachments), any applicable Schedules and/or SOWs (including any Appendices) and any applicable Purchase Orders, constitute the entire agreement between the Parties with regard to the subject matter of the Agreement and supersedes any and all prior agreements, understandings, representations, negotiations or communications, written or oral, regarding the subject matter of this Agreement. There are no understandings or representations, express or implied, not expressly set forth in the Agreement.

[SIGNATURE PAGE TO FOLLOW]

1 and 2*Insert relevant NT entity and registered office address depending on region*

IN WITNESS WHEREOF, the Parties have executed and delivered this Master Agreement as of the Effective Date.

ACCEPTED AND AGREED:

THE NORTHERN TRUST COMPANY

Signature: /s/ Yen Leng Ong

Print Name: Yen Leng Ong

Title: 03/23/2021

Date: 03/23/2021

WELLTEQ PTE LTD

Signature: /s/ Stacey Riley

Print Name: Stacey Riley

Title: Head of Business Development

Date: 03/01/2021

1 and 2*Insert relevant NT entity and registered office address depending on region*

EXHIBIT 1

COUNTRY UNIQUE TERMS

SINGAPORE

In the event that a Northern Affiliate located outside the United States enters into any transactions under the Master Agreement ("Master") and/or the Software as a Service Agreement ("SaaS Agreement"), the terms thereof shall apply except as specifically set forth below. For the avoidance of doubt, the following terms and conditions constitute an amendment to the Master, the SaaS Agreement and/or any of the Modules or Schedule under those agreements. Any terms or conditions in the Master, the SaaS Agreement and/or Modules or Schedules not specifically modified below remain unchanged and in full force and effect. This Exhibit may be modified by Northern from time to time and it will use commercially reasonable efforts to notify Provider of any changes hereto.

A. MASTER

1. Section 4.5 of the master ("Taxes") is deleted in its entirety and replaced with the following:

Northern will pay any goods and services tax, excise, sales, use or other similar tax based upon charges or Services and Deliverables rendered pursuant to the Agreement, any of which may be paid by the Provider and added to Northern's invoice on actual. Northern shall not be obligated to pay any taxes based on the Service Provider's net income or on any property owned by the Service Provider.

2. Section 12 of the Master ("Dispute Resolution") is deleted in its entirety and replaced with the following:

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination (a "**Dispute**") shall be resolved in accordance with this Section. The Parties agree that they will each use all reasonable endeavors to resolve any Dispute promptly and fairly. Senior representatives of each Party with the requisite authority to resolve a Dispute shall meet within two (2) weeks of a Party's initial request for a meeting to resolve a Dispute. The Parties shall then have thirty (30) days from the date of the meeting to resolve the Dispute.

Subject to the requirements set out in the clause above having been met, all Disputes arising out of or in connection with this Agreement shall be finally settled in accordance with arbitration in Singapore at the Singapore international Arbitration Centre ("SIAC") or at such venue in Singapore as the Parties may agree in writing in accordance with the SIAC Arbitration Rules. A tribunal shall consist of a single arbitrator to be appointed by the Chairman of SIAC. The language of the arbitration shall be English. The Parties undertake to keep the arbitration proceedings and all information, pleadings, documents, evidence and all matters relating thereto confidential.

If a Party has not made the election to refer a Dispute to arbitration, each Party shall submit to the non-exclusive jurisdiction of the courts of Singapore for the Dispute to be resolved. Once a Party has commenced legal proceedings in the courts of Singapore to resolve a Dispute, neither Party may elect to refer the Dispute to arbitration in Singapore or elsewhere, and no Party shall be bound to have the Dispute to be resolved by arbitration in Singapore or elsewhere.

The language of the arbitration shall be in English. The decision of the arbitrator shall be final and binding on the Parties and may be used (without limitation) as a basis for judgment in any country which has ratified the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards.

Unless prohibited from doing so, until a Dispute is resolved, the Parties are obliged to perform their obligations under this Agreement.

3. Section 8.5 of the Master ("Nondiscrimination") is deleted in its entirety.

4. Section 8.5 of the Master ("Supplier Diversity") is deleted in its entirety.

5. Section 15.15 of the Master ("Governing Law and Jurisdiction") is deleted in its entirety and replaced with the following:

Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the applicable substantive laws of the country in which the Northern entity involved is incorporated or otherwise established, without giving effect to its conflicts of laws rules. Subject to the terms of Section [9] ("Dispute Resoultion"), each party irrevocably agrees that any legal action, suit or proceeding brought by it in a court in any way arising out of this Agreement shall be brought solely and exclusively in, and shall be subject to the services of process and other applicable rules of the jurisdiction where the Northern entity involved is incorporated and each party irrevocably submits to the sole and exclusive personal jurisdiction of that jurisdiction's courts generally and unconditionally, with respect to any action, suit or proceeding brought by it or against it by the other Party.

B. SERVICES MODULE

1. Section 3.2 of the Service Module ("Location of Performance") is deleted in its entirety and replaced with the following:

Location of Performance. Provider shall perform all Services under this Services Module at Northern's Site(s), unless otherwise specifically set forth in the applicable SOW. In the event that the Parties agree that Service may be provided from Provider's facilities, unless otherwise set forth in the applicable SOW, they shall be provided solely from locations within the country in which the Northern entity involved is incorporated or otherwise established.

2. Section 8.1 of the Services Module ("Ownership of Deliverables") is deleted in its entirely and replaced with the following:

8.1 Ownership of Deliverables. Except as otherwise set forth herein, Northern shall exclusively own all right, title and interest (including ownership of Intellectual Property Rights) in and to all items that are conceived, made, discovered, written or created by Provider Personnel alone or jointly with third parties under this Agreement, including the Deliverables, whether completed or works-in-progress, but excluding all and any antecedent methodologies or templates used or created, and any general methods of working developed by the provider, or may have been utilized in creating any of the Deliverables. Any Deliverables that may be considered copyrightable works shall be deemed "works made for hire" of Northern for all purposes of copyright law, and the copyright shall belong solely to Northern. To the extent that any such Deliverables do not fall within the specifically enumerated works that constitute "works made for hire" under the copyright laws, and to the extent that any Deliverables include materials subject to Intellectual Property Rights and/or other proprietary rights protection, Provider hereby irrevocably assigns to Northern all its right, title and interest that it may be deemed to have in and to any and all Intellectual Property Rights and other proprietary rights therein (including renewals thereof). Provider shall obtain, at its expense, such assignments to Northern and any other documentation from Provider's Personal as are necessary to effectuate the purposes of the previous sentence.

3. Items "(c) and "(d)" of Section 9.1 of the Services Module ("Services") are deleted in their entirety.

4. Section 9.3 of the Service Module ("Provider personal") is deleted in its entirety and replaced with the following:

Provider Personnel. In addition to the representations and warranties set forth in the Master and in any applicable SOW, Provider hereby represents and warrants that with respect to any and all Provider Personnel providing Services to Northern pursuant to an applicable SOW:

(a) it has and shall continue to comply with all applicable Laws;

(b) it has performed a criminal and other background investigation (consistent with the requirements set forth in Attachment B hereto ("Background Check Requirements for Provider Personal"));

(c) it shall not bring on Northern premises any individuals whom Provider knows, or should reasonably know, may pose a substantial risk to the health or safety of others.

5. Section 11 of the Services Module ("Security Standards and Certifications") is deleted in its entirety.

C. HARDWARE MODULE

1. Section 9.5 of the Hardware Module ('Provider Personnel") is deleted in its entirety and replaced with the following:

Provider Personnel. In addition to the representations and warranties set forth in the Master and in any applicable SOW, Provider hereby represents and warrants that with respect to any and all Provider Personnel providing Services to Northern pursuant to an applicable SOW:

(a) it has and shall continue to comply with all applicable Laws;

(b) it has performed a criminal and other background investigation (consistent with the requirements set forth in Attachment B hereto ("Background Check Requirements for Provider Personal"));

(c) it shall not bring on Northern premises any individuals whom Provider knows, or should reasonably know, may pose a substantial risk to the health or safety of others.

D. SOFTWARE MODULE

1. Section 11.2 of the Software module ("Source Code Escrow") is deleted in its entirety.

E. SOFTWARE AS A SERVICE AGREEMENT

1. The definition of "System Availability" is Section 1 of the SaaS Agreement is modified by deleting the phrase "excluding the hours of midnight Saturday to 6:00 a.m. Sunday U.S. Central Time" and replacing it with the phrase "excluding the hours of midnight Saturday to 6:00 a.m. of the time zone where Northern is incorporated"

2. Section 7.3 of the SaaS Agreement ("Location of Data") is deleted in its entirety and replaced with the following:

Location of Data. During the Term, Provider shall not store, back up or process (or allow any sub processing of) Northern Data outside the country where Northern is incorporated, unless specifically agreed to in an applicable Schedule. Provider shall identify each data center where Northern Data is stored, backed up and/or processed (or where subprocessing occurs) in each Schedule. Storage of Northern Data is in the most proximal cloud infrastructure data centre where supported by Amazon Web Services (AWS) to where Northern is incorporated and processing of some Northern Data may occur in Singapore or Sydney data centers from time to time.

3. Section 9.5 of the SaaS Agreement ("Maintenance Window") is modified by deleting the phrase "between 12:00 a.m. and 6:00 a.m. U.S. Central Standard Time" and replacing it with the phrase "between 12:00 a.m. and 6:00 a.m. of the time zone where Northern is incorporated"

4. Section 10.3 of the SaaS Agreement ("Nondiscrimination") is deleting in its entirety.

5. Section 10.4 of the SaaS Agreement ("Supplier Diversity") is deleted in its entirety.

6. Section 17 of the SaaS Agreement ("Dispute Resolution") is deleted in its entirety and replaced with the following:

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination (a "**Dispute**") shall be resolved in accordance with this Section. The Parties agree that they will each use all reasonable endeavors to resolve any Dispute promptly and fairly. Senior representatives of each Party with the requisite authority to resolve a Dispute shall meet within two (2) weeks of a Party's initial request for a meeting to resolve a Dispute. The Parties shall then have thirty (30) days from the date of the meeting to resolve the Dispute.

Subject to the requirements set out in the clause above having been met, all Disputes arising out of or in connection with this Agreement shall be finally settled in accordance with arbitration in Singapore at the Singapore International Arbitration Centre ("SIAC") or at such venue in Singapore as the Parties may agree in writing in accordance with the SIAC Arbitration Rules. A tribunal shall consist of a single arbitrator to be appointed by the Chairman of SIAC. The language of the arbitration shall be English. The Parties undertake to keep the arbitration proceedings and all information, pleadings, documents, evidence and all matters relating thereto confidential.

If a Party has not made the election to refer a Dispute to arbitration, each Party shall submit to the non-exclusive jurisdiction of the courts of Singapore for the Dispute to be resolved. Once a Party has commenced legal proceedings in the courts of Singapore to resolve a Dispute, neither Party may elect to refer the Dispute to arbitration in Singapore or elsewhere, and no Party shall be bound to have the Dispute to be resolved by arbitration in Singapore or elsewhere.

The language of the arbitration shall be in English. The decision of the arbitrator shall be final and binding on the Parties and may be used (without limitation) as a basis for judgment in any country which has ratified the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards.

Unless prohibited from doing so, until a Dispute is resolved, the Parties are obliged to perform their obligations under this Agreement.

7. Section 20.15 of the SaaS Agreement ("Governing Law; Jurisdiction") is deleted in its entirety and replaced with the following:

Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the applicable substantive laws of the country in which the Northern entity involved is incorporated or otherwise established, without giving effect to its conflicts of laws rules. Subject to the terms of Section [9] ("Dispute Resolution"), each party irrevocably agrees that any legal action, suit or proceeding brought by it in a court in any way arising out of this Agreement shall be brought solely and exclusively in, and shall be subject to the services of process and other applicable rules of the jurisdiction where the Northern entity involved is incorporated and each party irrevocably submits to the sole and exclusive personal jurisdiction of that jurisdiction's courts generally and unconditionally, with respect to any action, suit or proceeding brought by it or against it by the other Party.

AUSTRALIA

In the event that a Northern Affiliate located outside the United States enters into any transactions under the Master Agreement ("Master") and/or the Software as a Service Agreement ("SaaS Agreement"), the terms thereof shall apply except as specifically set forth below. For the avoidance of doubt, the following terms and conditions constitute an amendment to the Master, the SaaS Agreement and/or any of the Modules or Schedule under those agreements. Any terms or conditions in the Master, the SaaS Agreement and/or Modules or Schedules not specifically modified below remain unchanged and in full force and effect. This Exhibit may be modified by Northern from time to time and it will use commercially reasonable efforts to notify Provider of any changes hereto.

A. MASTER

1. Section 4.5 of the Master ("Taxes") is deleted in its entirety and replaced with the following:

Northern will pay any goods and services tax, excise, sales, use or other similar tax based upon charges or Services and Deliverables rendered pursuant to the Agreement, any of which may be paid by the Provider and added to Northern's invoice on actual. Northern shall not be obligated to pay any taxes based on the Service Provider's net income or on any property owned by the Service Provider.

2. Section 12 of the Master ("Dispute Resolution") is deleted in its entirety and replaced with the following:

Where a dispute arises in connection with this Agreement which cannot be settled immediately between the Parties or their representatives, the Parties shall:

(i) formally refer the dispute to senior personnel for consideration; and

(ii) in good faith explore the prospect of mediation.

Except where clearly prevented by the area in dispute, both Parties agree to continue performing their respective obligations under this Agreement (including the payments) while the dispute is being resolved unless and until such obligations are terminated or expire in accordance with the provisions of this Agreement.

Nothing in this Agreement prevents either Party at any time seeking injunctive or other equitable relief in order to protect its rights.

3. Section 8.5 of the Master ("Nondiscrimination") is deleted in its entirety.

4. Section 8.6 of the Master ("Supplier Diversity") is deleted in its entirety.

5. Section 15.15 of the Master ("Governing Law and Jurisdiction") is deleted in its entirety and replaced with the following:

Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the applicable substantive laws of the country in which the Northern entity involved is incorporated or otherwise established, without giving effect to its conflicts of laws rules. Subject to the terms of Section [12] ('Dispute Resolution"), each party irrevocably agrees that any legal action, suit or proceeding brought by it in a court in any way arising out of this Agreement shall be brought solely and exclusively in, and shall be subject to the services of process and other applicable rules of the jurisdiction where the Northern entity involved is incorporated and each party irrevocably submits to the sole and exclusive personal jurisdiction of that jurisdiction's courts generally and unconditionally, with respect to any action, suit or proceeding brought by it or against it by the other Party.

B. SERVICES MODULE

1. Section 3.2 of the Service Module ("Location of Performance") is deleted in its entirety and replaced with the following:

Location of Performance. Provider shall perform all Services under this Services Module at Northern's Site(s), unless otherwise specifically set forth in the applicable SOW. In the event that the Parties agree that Services may be provided from Provider's facilities, unless otherwise set forth in the applicable SOW, they shall be provided solely from locations within the country in which the Northern entity involved is incorporated or otherwise established.

2. Section 8.1 of the Services Module ("Ownership of Deliverables") is deleted in its entirety and replaced with the following:

8.1 Ownership of Deliverables. Except as otherwise set forth herein, Northern shall exclusively own all right, title and interest (including ownership of Intellectual Property Rights) in and to all items that are conceived, made, discovered, written or created by Provider Personnel alone or jointly with third parties under this Agreement, including the Deliverables, whether completed or works-in-progress, but excluding all and any antecedent methodologies or templates used or created, and any general methods of working developed by the provider, or may have been utilized in creating any of the Deliverables. Any Deliverables that may be considered copyrightable works shall be deemed "works made for hire" of Northern for all purposes of copyright law, and the copyright shall belong solely to Northern. To the extent that any such Deliverables do not fall within the specifically enumerated works that constitute "works made for hire" under the copyright laws, and to the extent that any Deliverables include materials subject to Intellectual Property Rights and/or other proprietary rights protection, Provider hereby irrevocably assigns to Northern all its right, title and interest that it may be deemed to have in and to any and all Intellectual Property Rights and other proprietary rights therein (including renewals thereof). Provider shall obtain, at its expense, such assignments to Northern and any other documentation from Provider's Personnel as are necessary to effectuate the purposes of the previous sentence.

3. Items "(c)" and "(d)" of Section 9.1 of the Service Module ("Services") are deleted in their entirety.

4. Section 9.3 of the Services Module ("Provider Personnel") is deleted in its entirety and replaced with the following:

Provider Personnel. In addition to the representations and warranties set forth in the Master and in any applicable SOW, Provider hereby represents and warrants that with respect to any and all Provider Personnel providing Services to Northern pursuant to an applicable SOW:

(a) it has and shall continue to comply with all applicable Laws;

(b) it has performed a criminal and other background investigation (consistent with the requirements set forth in Attachment B hereto ("Background Check Requirements for Provider Personnel"));

(c) it shall not bring on Northern premises any individuals whom Provider knows, or should reasonably know, may pose a substantial risk to the health or safety of others.

5. Section 11 of the Services Module ("Security Standards and Certifications") is deleted in its entirety.

C. HARDWARE MODULE

1. Section 9.5 of the Hardware Module ("Provider Personnel") is deleted in its entirety and replaced with the following:

Provider Personnel. In addition to the representations and warranties set forth in the Master and in any applicable SOW, Provider hereby represents and warrants that with respect to any and all Provider Personnel providing Services to Northern pursuant to an applicable SOW:

(a) it has and shall continue to comply with all applicable Laws;

(b) it has performed a criminal and other background investigation (consistent with the requirements set forth in Attachment B hereto ("Background Check Requirements for provider Personnel"));

(c) it shall not bring on Northern premises any individuals whom Provider knows, or should reasonably know, may pose a substantial risk to the health or safety of others.

D. SOFTWARE MODULE

1. Section 11.2 of the Software Module ("Source Code Escrow") is deleted in its entirety.

E. SOFTWARE AS A SERVICE AGREEMENT

1. The definition of "System Availability" is Section 1 of the SaaS Agreement is modified by deleting the phrase "excluding the hours of midnight Saturday to 6:00 a.m. Sunday U.S. Central Time" and replacing it with the phrase "excluding the hours of midnight Saturday to 6:00 a.m. of the time zone where Northern is incorporated".

2. Section 7.3 of the SaaS Agreement ("Location of Data") is deleted in its entirety and replaced with the following:

Location of Data. During the Term, Provider shall not store, back up or process (or allow any sub processing of) Northern Data outside the country where Northern is incorporated, unless specifically agreed to in an applicable Schedule. Provider shall identify each data center where Northern Data is stored, backed up and/or processed (or where subprocessing occurs) in each Schedule. Storage of Northern Data is in the most proximal cloud infrastructure data centre where supported by Amazon Web Services (AWS) to where Northern is incorporated and processing of some Northern Data may occur in Singapore or Sydney data centers from time to time.

3. Section 9.5 of the SaaS Agreement ("Maintenance Window") is modified by deleting the phrase "between 12:00 a.m. and 6:00 a.m. U.S. Central Standard Time" and replacing it with the phrase "between 12:00 a.m. and 6:00 a.m. of the time zone where Northern is incorporated"

4. Section 10.3 of the SaaS Agreement ("Nondiscrimination") is deleted in its entirety.

5. Section 10.4 of the SaaS Agreement ("Supplier Diversity") is deleted in its entirety.

6. Section 17 of the SaaS Agreement ("Dispute Resolution") is deleted in its entirety and replaced with the following:

Where a dispute arises in connection with this Agreement which cannot be settled immediately between the Parties or their representatives, the Parties shall:

(i) formally refer the dispute to senior personnel for consideration; and

(ii) in good faith explore the prospect of mediation.

Except where clearly prevented by the area in dispute, both Parties agree to continue performing their respective obligations under this Agreement (including the payments) while the dispute is being resolved unless and until such obligations are terminated or expire in accordance with the provisions of this Agreement.

Nothing in this Agreement prevents either Party at any time seeking injunctive or other equitable relief in order to protect its rights.

7. Section 20.15 of the SaaS Agreement ("Governing Law; Jurisdiction") is deleted in its entirety and replaced with the following:

Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the applicable substantive laws of the country in which the Northern entity involved is incorporated or otherwise established, without giving effect to its conflicts of laws rules. Subject to the terms Section [9] ("Dispute Resolution"), each party irrevocably agrees that legal action, suit or proceeding brought by it in a court in any way arising out of this Agreement shall be brought solely and exclusively in, and shall be subject to the services of process and other applicable rules of the jurisdiction where the Northern entity involved is incorporated and each party irrevocably submits to the sole and exclusive personal jurisdiction of that jurisdiction's courts generally and unconditionally, with respect to any action, suit or proceeding brought by it or against it by the other Party.

HONG KONG

In the event that a Northern Affiliate located outside the United States enters into any transactions under the Master Agreement ("Master") and/or the Software as a Service Agreement ("SaaS Agreement"), the terms thereof shall apply except as specifically set forth below. For the avoidance of doubt, the following terms and conditions constitute an amendment to the Master, the SaaS Agreement and/or any of the Modules or Schedule under those agreements. Any terms or conditions in the Master, the SaaS Agreement and/or Modules or Schedules not specifically modified below remain unchanged and in full force and effect. This Exhibit may be modified by Northern from time to time and it will use commercially reasonable efforts to notify Provider of any changes hereto.

A. MASTER

1. Section 4.5 of the Master ("Taxes") is deleted in its entirety and replaced with the following:

Northern will pay any goods and services tax, excise, sales, use or other similar tax based upon charges or Services and Deliverables rendered pursuant to the Agreement, any of which may be paid by the Provider and added to Northern's invoice on actual. Northern shall not be obligated to pay any taxes based on the Service Provider's net income or on any property owned by the Service Provider.

2. Section 12 of the Master ("Dispute Resolution") is deleted in its entirety and replaced with the following:

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination (a "**Dispute**") shall be resolved in accordance with this Section. The Parties agree that they will each use all reasonable endeavors to resolve any Dispute promptly and fairly. Senior representatives of each Party with the requisite authority to resolve a Dispute shall meet within two (2) weeks of a Party's initial request for a meeting to resolve a Dispute. The Parties shall then have thirty (30) days from the date of the meeting to resolve the Dispute.

Subject to the requirements set out in the clause above having been met, all Disputes arising out of or in connection with this Agreement shall be finally resolved by arbitration in Hong Kong in accordance with the UNCITRAL Arbitration Rules in force at the date of the request for arbitration. The place of arbitration shall be Hong Kong. The arbitration shall be settled by a sole (1) arbitrator to be jointly appointed by the Parties, failing which the appointment shall be made by the Hong Kong International Arbitration Centre ("HKIAC"). The language of the arbitration will be English.

A request for interim measures or equitable remedies, including injunctive relief, by a Party to a court shall not be deemed to be or construed as incompatible with, or a waiver of, this Agreement to arbitrate. The arbitral tribunal shall have the authority and power to make such orders for interim relief, including injunctive relief, as it may deem just and equitable.

The arbitration shall be kept confidential and the existence of the proceeding and any element of it (including but not limited to any pleadings, submissions or other documents submitted or exchanged, any evidence and any awards) shall not without prior consent by the Parties be disclosed beyond the Parties to the arbitration and their representatives, the arbitral tribunal, the administering institution (if any) and any person necessary to the conduct of the proceeding, except as may be lawfully required whether in judicial proceedings or otherwise in the normal course of business of the Parties.

The awards rendered by the arbitrator shall be in writing (which shall include a statement of the reasons for the award), final and binding on the Parties. The Parties agree to be bound by the awards and agree to execute the awards accordingly.

No provision of this Section shall limit the right of a Party to exercise self-help remedies, including set-off, foreclosure against or sale of any collateral or security, or to obtain provisional or ancillary remedies from a court of competent jurisdiction before, during or after the arbitration proceeding, provided the exercise of any such rights is subject to the other provisions of this Agreement.

Unless prohibited from doing so, until a Dispute is resolved, the Parties are obliged to perform their obligations under this Agreement.

3. Section 8.5 of the Master ("Nondiscrimination") is deleted in its entirety.

4. Section 8.5 of the Master ("Supplier Diversity") is deleted in its entirety.

5. Section 15.15 of the Master ("Governing Law and Jurisdiction") is deleted in its entirety and replaced with the following:

Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the applicable substantive laws of the country in which the Northern entity involved is incorporated or otherwise established, without giving effect to its conflicts of laws rules. Subject to the terms of Section [9] ("Dispute Resolution"), each party irrevocably agrees that any legal action, suit or proceeding brought by it in a court in any way arising out of this Agreement shall be brought solely and exclusively in, and shall be subject to the services of process and other applicable rules of the jurisdiction where the Northern entity involved is incorporated and each party irrevocably submits to the sole and exclusive personal jurisdiction of that jurisdiction's courts generally and unconditionally, with respect to any action, suit or proceeding brought by it or against it by the other Party.

B. SERVICES MODULE

1. Section 3.2 of the Services Module ("Location of performance") is deleted in its entirety and replaced with the following:

Location of Performance. Provider shall perform all Services under this Services Module at Northern's Site(s), unless otherwise specifically set forth in the applicable SOW. In the event that the Parties agree that Services may be provided from Provider's facilities, unless otherwise set forth in the applicable SOW, they shall be provided solely from locations within the country in which the Northern entity involved is incorporated or otherwise established.

2. Section 8.1 of the Services Module ("Ownership of Deliverables") is deleted in its entirety and replaced with the following:

8.1 Ownership of Deliverables. Except as otherwise set forth herein, Northern shall exclusively own all right, title and interest (including ownership of Intellectual Property Rights) in and to all items that are conceived, made, discovered, written or created by Provider Personnel alone or jointly with third parties under this Agreement, including the Deliverables, whether completed or works-in-progress, but excluding all and any antecedent methodologies or templates used or created, and any general methods of working developed by the provider, or may have been utilized in creating any of the Deliverables. Any Deliverables that may be considered copyrightable works shall be deemed "works made for hire" of Northern for all purposes of copyright law, and the copyright shall belong solely to Northern. To the extent that any such Deliverables do not fall within the specifically enumerated works that constitute "works made for hire" under the copyright laws, and to the extent that any Deliverables include materials subject to Intellectual Property Rights and/or other proprietary rights protection, Provider hereby irrevocably assigns to Northern all its right, title and interest that it may be deemed to have in and to any and all Intellectual Property Rights and other proprietary rights therein (including renewals thereof). Provider shall obtain, at its expense, such assignments to Northern and any other documentation from Provider's Personnel as are necessary to effectuate the purposes of the previous sentence.

3. Items "(c)" and "(d)" of Section 9.1 of the Services Module ("Services") are deleted in their entirety.

4. Section 9.3 of the Services Module ("Provider Personnel") is deleted in its entirety and replaced with the following:

Provider Personnel. In addition to the representations and warranties set forth in the Master and in any applicable SOW, Provider hereby represents and warrants that with respect to any and all Provider Personnel providing Services to Northern pursuant to an applicable SOW:

(a) it has and shall continue to comply with all applicable Laws;

(b) it has performed a criminal and other background investigation (consistent with the requirements set forth in Attachment B hereto ("Background Check Requirements for Provider Personnel"));

(c) it shall not bring on Northern premises any individuals whom Provider knows, or should reasonably know, may pose a substantial risk to the health or safety of others.

5. Section 11 of the Services Module ("Security Standards and Certifications") is deleted in its entirety.

C. HARDWARE MODULE

1. Section 9.5 of the Hardware Module ("Provider Personnel") is deleted in its entirety and replaced with the following:

Provider Personnel. In addition to the representations and warranties set forth in the Master and in any applicable SOW, Provider hereby represents and warrants that with respect to any and all Provider Personnel providing Services to Northern pursuant to an applicable SOW:

(a) it has and shall continue to comply with all applicable Laws;

(b) it has performed a criminal and other background investigation (consistent with the requirements set forth in Attachment B hereto ("Background Check Requirements for Provider Personnel"));

(c) it shall not bring on Northern premises any individuals whom Provider knows, or should reasonably know, may pose a substantial risk to the health or safety of others.

D. SOFTWARE MODULE

1. Section 11.2 of the Software Module ("Source Code Escrow") is deleted in its entirety.

E. SOFTWARE AS A SERVICE AGREEMENT

1. The definition of "System Availability" is Section 1 of the SaaS Agreement is modified by deleting the phrase "excluding the hours of midnight Saturday to 6:00 a.m. Sunday U.S. Central Time" and replacing it with the phrase "excluding the hours of midnight Saturday to 6:00 a.m. of the time zone where Northern is incorporated"

2. Section 7.3 of the SaaS Agreement ("Location of Data") is deleted in its entirety and replaced with the following:

Location of Data. During the Term, Provider shall not store, back up or process (or allow any sub processing of) Northern Data outside the country where Northern is incorporated, unless specifically agreed to in an applicable Schedule. Provider shall identify each data center where Northern Data is stored, backed up and/or processed (or where subprocessing occurs) in each Schedule. Storage of Northern Data is in the most proximal cloud infrastructure data centre where supported by Amazon Web Services (AWS) to where Northern is incorporated and processing of some Northern Data may occur in Singapore or Sydney data centers from time to time.

3. Section 9.5 of the SaaS Agreement ("Maintenance Window") is modified by deleting the phrase "between 12:00 a.m. and 6.00 a.m. U.S. Central Standard Time" and replacing it with the phrase "between 12:00 a.m. and 6.00 a.m. of the time zone where Northern is incorporated"

4. Section 10.3 of the SaaS Agreement ("Nondiscrimination") is deleted in its entirety.

5. Section 10.4 of the SaaS Agreement ("Supplier Diversity") is deleted in its entirety.

6. Section 17 of the SaaS Agreement ("Dispute Resolution") is deleted in its entirety and replaced with the following:

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination (a "**Dispute**") shall be resolved in accordance with this Section. The Parties agree that they will each use all reasonable endeavors to resolve any Dispute promptly and fairly. Senior representatives of each Party with the requisite authority to resolve a Dispute shall meet within two (2) weeks of a Party's initial request for a meeting to resolve a Dispute. The Parties shall then have thirty (30) days from the date of the meeting to resolve the Dispute.

Subject to the requirements set out in the clause above having been met, all Disputes arising out of or in connection with this Agreement shall be finally resolved by arbitration in Hong Kong in accordance with the UNCITRAL Arbitration Rules in force at the date of the request for arbitration. The place of arbitration shall be Hong Kong. The arbitration shall be settled by a sole (1) arbitrator to be jointly appointed by the Parties, failing which the appointment shall be made by the Hong Kong International Arbitration Centre ("HKIAC"). The language of the arbitration will be English.

A request for interim measures or equitable remedies, including injunctive relief, by a Party to a court shall not be deemed to be or construed as incompatible with, or a waiver of, this Agreement to arbitrate. The arbitral tribunal shall have the authority and power to make such orders for interim relief, including injunctive relief, as it may deem just and equitable.

The arbitration shall be kept confidential and the existence of the proceeding and any element of it (including but not limited to any pleadings, submissions or other documents submitted or exchanged, any evidence and any awards) shall not without prior consent by the Parties be disclosed beyond the Parties to the arbitration and their representatives, the arbitral tribunal, the administering institution (if any) and any person necessary to the conduct of the proceeding, except as may be lawfully required whether in judicial proceedings or otherwise in the normal course of business of the Parties.

The awards rendered by the arbitrator shall be in writing (which shall include a statement of the reasons for the award), final and binding on the Parties. The Parties agree to be bound by the awards and agree to execute the awards accordingly.

No provision of this Section shall limit the right of a Party to exercise self-help remedies, including set-off, foreclosure against or sale of any collateral or security, or to obtain provisional or ancillary remedies from a court of competent jurisdiction before, during or after the arbitration proceeding, provided the exercise of any such rights is subject to the other provisions of this Agreement.

Unless prohibited from doing so, until a Dispute is resolved, the Parties are obliged to perform their obligations under this Agreement.

7. Section 20.15 of the SaaS Agreement ("Governing Law; Jurisdiction") is deleted in its entirety and replaced with the following:

Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the applicable substantive laws of the country in which the Northern entity involved is incorporated or otherwise established, without giving effect to its conflicts of laws rules. Subject to the terms of Section [9] ("Dispute Resolution"), each party irrevocably agrees that any legal action, suit or proceeding brought by it in a court in any way arising out of this Agreement shall be brought solely and exclusively in, and shall be subject to the services of process and other applicable rules of the jurisdiction where the Northern entity involved is incorporated and each party irrevocably submits to the sole and exclusive personal jurisdiction of that jurisdiction's courts generally and unconditionally, with respect to any action, suit or proceeding brought by it or against it by the other Party.

EXHIBIT 2

NORTHERN GLOBAL ANTI-BRIBERY AND
ANTI-CORRUPTION POLICY FOR PROVIDERS

The following provisions apply to all Providers to Northern globally. These provisions are given force in Northern's detailed Anti-Bribery and Corruption Program which is regularly revised to capture changes in law and its business and affirms the continuing commitment of Northern and its subsidiaries to comply with anti-corruption laws in force to combat corrupt practices globally.

1. Neither Provider nor any of its principals, shareholders, directors, officers, or employees, are Public Officials. The Provider shall promptly notify Northern if circumstances during the term of the Agreement render the preceding representation and warranty inaccurate with respect to any of the Provider's Personnel. Upon such notification, Northern may impose such restrictions on the participation of such Personnel in the performance of the Provider's obligations as Northern deems necessary.

2. Northern does not tolerate any form of bribery in any of its business dealings. Provider and any person acting on its behalf understands Northern's anti-corruption standard as well as relevant anti corruption laws and regulations (such as, the U.K. Bribery Act 2010 as well as the U.S. Foreign Corrupt Practices Act and any supporting legislation, together the **"Anti-Corruption laws"**), relevant to the Agreement and has not and will not violate these laws. In particular, the Provider shall not engage in any form of bribery, collusive practice or any other form of corruption and confirms that it will not receive, offer, promise or give any undue financial or other advantage whether directly or indirectly in connection with the Agreement or any other dealings with Northern.

3. In performance of their obligations under the Agreement, neither the Provider, nor any person acting on their behalf, shall: (a) authorize the giving of, offer or promise to give any undue advantage, or anything of value to a Public Official or any other person, with the intention of influencing or inducing the recipient to act improperly, or refrain from acting, in order to obtain or retain business or in connection with a legal or regulatory requirement or to obtain any other improper advantage; or (b) authorize the giving of, offer, or give anything of value to any person with knowledge or firm belief that all or a portion of the payment or gift will be offered, given, or promised, directly or indirectly, to any Public Official or any other person, for any of the purposes stated in subparagraph (a).

The Provider shall not, in the performance of its obligations under the Agreement, transfer anything of value to a Public Official that has discretion over the Products and/or Services subject to the Agreement or is otherwise closely connected thereto, without the prior written consent of Northern. Transactions subject to such prior approval include: monetary payments; business entertainment; meals, lodging or travel expenses; and gifts.

EXHIBIT 3

RESOLUTION PROVISIONS

In the event that Northern becomes insolvent, bankrupt or otherwise subject to a receivership, conservatorship, administration or the like by a governmental or self-regulatory authority or court (a **"Resolution Event"**), then:

A. Provider shall use all commercially reasonable efforts to continue to provide the applicable Products and/or Services to Northern for the period provided in the applicable SOW, Schedule and/or Purchase Order or for a period of not less than six (6) months from the conclusion of the Resolution Event, whichever is longer. For the avoidance of doubt, Northern shall pay or cause Provider to be paid for such Products and/or Services at the rates set forth in the applicable SOW, Schedule and/or Purchase Order. Provider shall use all commercially reasonable efforts to accommodate any changes to the Products and/or Services required by Northern resulting from a Resolution Event in a manner that minimizes, to the maximum extent possible, any material disruption to Northern's business and operations. In addition, Provider shall provide other Products and/or Services, mutually agreed to by the Parties, so long as Northern continues to make or causes to be made timely payment for such Products and/or Services. During the period of a Resolution Event, upon Northern's request, provider agrees to cooperate with Northern in any transition of the Products and/or Services to a replacement provider in a manner that minimizes, to the maximum extent possible, any material disruption to Northern's business and operations.

B. If the Agreement or any applicable SOW, Schedule and/or Purchase Order expires or terminates during a Resolution Event, in addition to continuing to perform, without interruption, its obligations thereunder as set forth above, Provider shall, at Northern's discretion: (i) negotiate in good faith to extend or renew the Agreement or any such SOW, Schedule and/or Purchase Order; or (ii) cooperate with Northern in any transition of the Products and/or Services to a replacement provider in a manner that minimizes, to the maximum extent possible, any material disruption to Northern's business and operations. For the avoidance of doubt, Provider's provision of products and/or Services described in any applicable SOW, Schedule and/or Purchase Order during such transition period shall be at the rates set forth therein as of the date of the expiration or termination of the Agreement or applicable SOW, Schedule and/or Purchase Order. Reimbursement of extraordinary costs and expenses incurred outside of the Agreement must be agreed upon by the Provider and Northern in writing prior to their occurrence. If the Agreement or any applicable SOW, Schedule and/or Purchase Order is terminated by Northern due to a material breach by Provider, the transition services will be provided to Northern at no Charge.

C. Northern shall have the right to assign any of its rights and obligations under the Agreement without the consent of Provider to: (i) the surviving entity with or into which Northern or any Affiliate of Northern may merge or consolidate; (ii) an entity to which Northern or any Affiliate of Northern transfers its business and/or assets; or (iii) an entity that is a successor entity of Northern (such as a receiver, bridge bank or similar entity).

D. Notwithstanding any provision contained within the Agreement to the contrary, all of Northern's direct and indirect subsidiaries and affiliates shall be third party beneficiaries of the Agreement for purposes of the Resolution Event.

EXHIBIT 4

INVOICING

On each invoice submitted to Northern related to the Agreement, Provider shall include the following information, in addition to any additional information specified in an applicable SOW, Schedule or Purchase Order.

General Information

- Northern Contact
- SOW or Schedule Project Name
- SOW or Schedule Project Number
- SOW or Schedule Effective Date
- Northern Purchase Order Number
- Northern Internal Contract Number (as it appears [TBD])

Invoice Detail

- *Hardware* Provider shall identify:
  - each item of Hardware
  - quantity of each item of Hardware
  - list price for each item of Hardware
  - applicable discount
  - net total
  - ship to/delivery address
- *Software* Provider shall identify each Software program
  - program name
  - version and release
  - whether the Software program is server based, client based or otherwise
  - the number of authorized Users
  - list price of each Software program
  - applicable discount
  - net total for each Software program
  - any Charges for Software Maintenance Services
  - ship to/delivery address (if applicable)

- *Software as a Service*
    - Service (Software) name;
    - version and release;
    - the number of authorized Users;
    - whether Service is hosted by Provider or on Northern's servers;
    - list price for the Service;
    - applicable discount; and
    - net total for the Service
- Services
    - *Time & Materials Engagements* For Services performed on a time and materials basis, Provider shall identify, for the period being invoiced, Provider Personnel who provided Services, their respective daily or hourly rates in the specific tasks each of Provider Personnel performed and the time each Provider Personnel expended performing such tasks.
    - *Fixed Price Engagements* For Services performed on a fixed price basis, Provider shall provide the name and description of any milestones achieved during the invoice period, any Deliverables or metrics which trigger or vary the amount invoiced and the total amount of Charges remaining before the fixed price is reached.
    - *Hardware Maintenance Service* For Hardware Maintenance Services, Provider shall identify the Hardware subject to coverage, the time period for which the Services were provided, the total applicable Charges and any discounts.
    - *Expense detail* If the SOW/Schedule provides for reimbursement of expenses, Provider shall provide a description of the expense, the Provider Personnel to which it relates, the general business purpose for which it was incurred and the net total.
    - *Source of income* With respect to any charges and fees payable under this Agreement for Services, Provider shall state on its invoices the amount or percentage of any such charges and fees attributable to Services performed in the United States.
- *Shipping Charges* (if applicable)
- *Tax* Provider shall indicate the amount of sales, use or other taxes, by line item, and the stated tax rate.

Invoice Totals

- Amount of current invoice
- Amount of remaining balance (if applicable) $_____

EXHIBIT 5

NORTHERN CORPORATE TRAVEL POLICY FOR

PROVIDERS *NOT APPLICABLE*

EXHIBIT 6

INFORMATION TECHNOLOGY SECURITY

This Information Technology Security Exhibit **("Information Security Exhibit")** sets forth the minimum information security requirements that Provider shall implement to protect the confidentiality, integrity, and availability of all information processed under the Agreement. The requirements set forth herein are in addition to any information security requirements and service levels specified in the Agreement. Any terms defined elsewhere in the Agreement shall have the same meaning in this Information Security Exhibit. As used herein, all references to Provider shall also be deemed to include, where applicable Provider's Personnel and Subcontractors.

A. DEFINITIONS

The following terms, as used herein, have the meanings set forth below.

"Data Privacy Laws" mean Laws and Regulations relating to data privacy, transborder data flow and/or data protection, including, without limitation, the Gramm Leach Bliley Act of 1999 (GLBA) and its implementing regulations, the Fair and Accurate Credit Transactions Act of 2003 (FACTA), the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160 and 164) ("**HIPAA")**, the implementing legislation and regulations of the European Union member states under the European Union Directive 95/46/EC, the General Data Protections Regulation (GDPR), and all other similar Laws and Regulations applicable to data privacy, transborder data flows and/or data protection.

"European Economic Area" or **"EEA"** means the areas within which the *Agreement on the EEA of 1994* provides for the free movement of persons, goods, services and capital within the internal markets of the European Union (EU).

"Nonpublic Personal Data" means any information: (a) a consumer provides to Northern to obtain a financial product or service from Northern; (b) about a consumer resulting from a transaction involving a financial product or service between Northern and a consumer; or (c) Northern otherwise obtains about a consumer in connection with providing a financial product or service to that consumer.

"Northern Data" means all data (including Pll and any data relating to authorized users of a Northern product or service), information, text, drawings, images, content and other materials that are embodied in any print or non-print medium that: (a) are supplied to Provider by or on behalf of Northern in connection with this Agreement; or (b) Provider and any Subcontractors are or are in future required to produce, supply, collect, process, store or transmit in the course of performing Provider's obligations under this Agreement (but excluding any business processes, business tools and the Provider materials).

"**Written Information Security Program**" or "**WISP**" means Provider's written documentation regarding the people, processes and technologies that serve to protect an entity's assets (people, technology, facilities, information). Provider's WISP shall have been approved by its management and addresses information security, management's commitment thereto and shall define Provider's approach to managing information security. Provider's WISP shall be published and communicated to all Subcontractors, services providers and Personnel and shall include:

a. Security governance

b. Security management

c. Identity and account management

d. Data protection

e. Software security

f. System or platform security

g. Network security

h. Vulnerability management

i. Detection and response

j. Education and awareness

k. Compliance

l. Physical security

B. ASSET PROTECTION

1. Provider shall establish, implement and comply with information security policies, processes and procedures that meet or exceed the standards and controls set forth in ISO/IEC/BS 17799:2005, ISO/IEC 27001:2013 and ISO/IEC 27002:2013. In the absence of such certification, Provider shall provide evidence of policies and protocols similar and deemed reasonably acceptable to Northern.

2. Provider shall encrypt all Northern Confidential Information and Personally Identifiable Information while in transit over non-private networks or when transporting electronic media.

3. Provider shall encrypt the following data while at rest if applicable to the Provider's Service: (a) Northern Client personal identification numbers ("**PINs**"); (b) Client PIN block numbers; (c) PIN encryption keys; (d) track data (*e.g.*, primary account numbers, card verification values, and full card track); (e) Northern Confidential Information, Northern Personnel PII and/or Northern Client PII; and (f) and any other data required to be encrypted pursuant to any standard, Law or Regulation.

4. Provider shall implement adequate controls that prevent the transfer (whether intentional or non-intentional) of Malicious Code within or to Northern excluding when the Provider's services run external to Northern's network.

C. COMPLIANCE WITH REGULATIONS AND STANDARDS

With respect to the Agreement and its relationship thereunder with Northern, Provider shall comply with all applicable Data Privacy Laws and or applicable industry standards, including, but not limited to the following.

1. Sarbanes Oxley. To the extent that Provider handles (*e.g.*, transmits, manipulates or manages) Northern financial information, it shall comply with the Sarbanes Oxley Act of 2002.

2. Information Security Standards Established by Regulatory Agencies. To the extent that Provider is provided or has access to any Personally Identifiable Information (including Northern Client Nonpublic Personal Data or Personally Identifiable Information of Northern Personnel), it shall follow the guidelines establishing information security standards as adopted by federal bank regulatory agencies, as well as any standards established by the U.S. Securities and Exchange Commission, including but not limited to implementing reasonable measures designed to: (a) ensure the security and confidentiality of any of Northern's consumer customer, client or personnel or Northern "Highly Sensitive", "Sensitive" or "Not Sensitive - Business Use" information in Provider's possession or control; (b) protect against any anticipated threat or hazards to the security or integrity of this information; (c) protect against unauthorized access to or use of this information that could result in substantial harm or inconvenience to any consumer customer of Northern; and (d) ensure the proper disposal of this information.

3. HIPAA. To the extent that Northern reasonably determines that the provisions of HIPAA are, or may be, applicable to any information and/or Services under the Agreement, Provider shall comply with the HIPAA. In the event that Provider has access to any Identifiable Health Information as defined in HIPAA, both Parties agree to enter into and be bound by an appropriate "Business Associate Agreement" applicable only if the Provider's Services collect PHI.

4. PCI-DSS. To the extent that Provider processes or is involved with Northern's issuance of debit cards, it shall comply with the Payment Card Industry Data Security Standards ("**PCI-DSS**"), and as applicable for the Provider's line of business, produce an annual Report on Compliance (ROC) which shall be provided to its vendor manager at Northern.

5. ANS X9 Requirements for PIN Management. To the extent that Provider manages in any way Northern PINs or any Hardware Security Modules (HSMs) used to encrypt and transmit PINs it shall adhere to ANS X9 requirements for PIN security and key management. Provider shall be TG-3 assessed and approved by a certified entity at least twice a year. Provider shall provide a copy of all approved TG-3 reports to its vendor manager at Northern.

6. FFIEC Guidelines. To the extent that Provider provides a function integral to handling Northern Client Information it shall comply with the authentication standards set forth in the FFIEC Interagency Guidance on Authentication in an Internet Banking Environment, as amended.

7. Cross-Border Data Transfers and/or Processing. To the extent that Provider stores, processes or hosts Northern or Client PII for individuals residing in the EEA, it shall comply with the requirements set forth in Directive 95/46/EC of the European Parliament and of the Council 24 October 1995 ("**European Directive on Data Protection").** Provider's compliance with the European Directive on Data Protection includes, but is not limited to, compliance with the requirements set forth in the Standard Clauses for the Transfers of Personal Data to Processors ("**Standard Clauses**"). Upon Northern's written request, Provider agrees to execute, without modification thereto, such Standard Clauses with Northern. In addition, upon Northern's request, Provider will obtain self-certification under the EU-US Privacy Shield Framework and maintain such certification during the Term of the Agreement.

(a) *Storage or Processing Outside of the EEA*. In the event Provider is located outside the European Economic Area, or it is otherwise necessary for Provider to transfer Northern Personal Data related to data subjects within the EEA to a country outside the EEA for processing, Provider shall enter into an agreement with Northern obligating the Provider to adhere to the requirements imposed by the standard contractual clauses for the transfer of Northern Personal Data to processors established in third countries issued by the European Commission pursuant to Article 26(2) and (4) of EU Directive 95/46/EC, unless the country of transfer is a country the European Commission has determined ensures an adequate level of privacy protection by reason of its domestic law, in accordance with Article 25(6) of EU Directive 95/46/EC.

(b) *Requirements in the event of Forward Processing*. In the event Provider is located in the EEA or a country the European Commission has determined ensures an adequate level of privacy protection under Article 25(6) of EU Directive 95/46/EC, Provider shall ensure that any Subcontractors and other third parties with whom it contracts to process Northern Personal Data comply with data security requirements of the applicable Data Privacy Laws and any relevant data protection contractual terms entered into between Northern and Provider. Provider shall not, and shall ensure that Subcontractors and other third parties with whom it contracts to process Northern Personal Data on its behalf shall not: (i) transfer Northern Personal Data to a territory outside the EEA, except on terms substantially in accordance with the standard contractual clauses issued by the European Commission pursuant to the European Directive on Data Privacy; and (ii) operate in relation to such Northern Personal Data in any way that could put Northern or a Northern in breach of its obligations under the Data Privacy Laws.

D. INCIDENT HANDLING

1. Provider shall provide initial notification of any Security Event to the Northern Relationship Manager and to vendor_breach_notification_team@ntrs.com as soon as practicable but in no event greater than twenty-four (24) hours. Provider shall provide detailed event documentation to Northern within five (5) working days of a Security Event. Initial notification shall include: at minimum, the following: (a) a summary of Northern Confidential Information types subject to the event (*e.g.*, PIN, Name, etc.); (b) a list of actual or suspected unauthorized recipients of Northern Confidential Information; (c) the steps taken by Provider to prevent further unauthorized access or disclosure of Northern Confidential Information; (d) the status and available details of Provider's investigation into the incident; and (e) such other information as Northern requests. Provider's investigation report shall, at a minimum, include a detailed list of all Northern Confidential Information that was or may have been compromised and each unauthorized recipient thereof, Provider's controls that were or may have been compromised or proven ineffective and Provider's proposal to implement new or additional controls to prevent reoccurrence.

2. Provider shall maintain a documented and tested incident handling program, and ensure that all Security Events are considered incidents as pertains to the Provider's incident handling program. For purposes of this requirement, the term incident handling refers strictly to those events that compromise the confidentiality of non-public Northern Confidential Information. Provider may choose to more broadly define an incident to include events that impact the integrity or availability of Provider resources that are necessary to provide the contracted service or product.

E. AUDIT

1. Audit by Northern. Provider shall permit Northern or its agent to conduct audits of Provider's systems, policies and procedures, including: (a) assessments of Provider's WISP to validate that it incorporates appropriate industry standards and governmental requirements; (b) Provider's adherence to its WISP; (c) Provider's adherence to the terms and conditions of the Agreements between Provider related to data protection and data privacy; and (d) Provider's handling (transmitting, manipulating managing) of Northern Confidential Information.

2. Third-Party Audits. Provider shall provide Northern with executive summaries of all security assessments performed, whether internal or performed by a third party on behalf of the Provider.

3. Remediation of Deficiencies Provider shall remediate, and shall provide attestation of remediation for, any deficiencies identified during any security assessment or audit (whether by Northern or a third-party) that could have a negative impact on the Provider's ability to: (a) maintain the security, confidentiality or integrity of Northern Confidential Information; (b) prevent its unauthorized destruction, modification, disclosure or use; and/or (c) prevent its accidental loss of or damage.

F. DISPOSITION

1. Destruction by Provider to Northern. Upon termination of the Agreement, , Provider shall certify the destruction of Northern Data, such that all Northern Data is rendered unreadable, undecipherable, and otherwise incapable of recovery.

2. Destruction by Northern to Provider. To the extent that Northern must return assets back to the Provider, Northern reserves the right to remove all Northern Confidential Information and Data from any Provider assets in Northern's possession. Removal of Northern Confidential Information and Data may take the following forms: Where feasible, Northern may securely erase Northern Confidential Information and Data from Provider systems/assets, leaving all other non-Northern information intact. Where infeasible to technically or practically leave non-Northern information intact, Northern will securely erase all information necessary to ensure the removal of Northern Confidential Information and Data from the Provider asset, or remove and replace all applicable memory components of Provider system.

3. Disposition shall include all assets of the parties to the Agreement, including paper hardcopies, and electric softcopies, and be based upon specific triggers as outlined in the Agreement (e.g., termination, aging).

EXHIBIT 7

INSURANCE REQUIREMENTS

Provider shall, at its own expense, provide and keep in full force and effect during the Term of the Agreement, each of the following insurance coverages underwritten by insurance carriers licensed to do business in the jurisdiction in which the Services are to be performed, with an AM Best rating of "A-" or better.

Cyber Liability -- Cyber Liability insurance with limits of not less than $2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of Confidential or Personally Identifiable Information, alteration of electronic information, extortion, regulatory enforcement, denial of services and network security. Provider shall maintain, and ensure any Subcontractors that have access to Northern Confidential Information (including, but not limited to PII), maintain such coverage for claims involving Services for such length of time necessary to cover any and all claims.

Workers Compensation-- Workers Compensation statutory coverage as required by the laws of the jurisdiction in which the services are performed.

Employee Liability -- Mandatory Employers Liability per employing country or jurisdiction. "*Neither Provider, nor its Affiliates, nor any Subcontractor hired by it, nor its insurer shall have any claim, right of action or right of subrogation against Northern, its Affiliates or agents based on any occurrence insured against, in whole or in part, under the workers compensation insurance of the Provider or the workers compensation insurance of any subcontractor hired by Provider."*

Commercial General Liability -- Commercial General Liability insurance with limits of not less than: $1,000,000 per occurrence, $1,000,000 for damages to rented premises each occurrence; $1,000,000 personal and advertising injury; $2,000,000 products and completed operations; $10,000 medical expense and $2,000,000 Aggregate. The foregoing limits for Commercial General Liability coverage may be met with the combination of general liability as primary coverage and Excess Umbrella Liability as excess thereto. Proof of Excess Umbrella Liability coverage shall be provided to Northern upon request. Where allowable by law, Northern shall be named as an Additional Insured.

Professional Errors & Omissions -- Professional Liability insurance covering the errors and omissions of Provider and/or its Personnel providing professional Service to Northern with limits of not less than $10,000,000 per occurrence.

Property Insurance -- All risk property insurance covering all personal property and equipment owned, leased or rented by Provider, and used in the scope of its business to provide Products or Services under the Agreement. For the avoidance of doubt, Northern shall have no liability, and shall not maintain insurance coverage for, any Provider property used with respect to Provider's activities under the Agreement.

Additional Requirements -- If Provider performs any work on Northern's Premises, it shall provide, on an annual basis and at no cost to Northern, current Certificate(s) of Insurance that comply with the above requirements. In addition, Northern may at any time request that Provider provide it with copies of such Certificate(s). Provider shall provide to Northern prompt notice of cancellation or non-renewal of any of the coverages set forth above.

EXHIBIT 8

SUPPLIER CODE OF CONDUCT

The Northern Trust Company ("**Northern**") is committed to conducting business in an ethical, legal and socially responsible manner. Northern expects its suppliers to support this commitment and, therefore, has established this Supplier Code of Conduct ("**Code of Conduct**"). All Northern suppliers shall meet the following minimum requirements in the areas of compliance with laws, environmental practices, health and safety practices, human rights and labor practices and ethical business conduct in order to do business with Northern.

Compliance with Law Suppliers with whom Northern chooses to conduct business are expected to obey the laws and regulations of the countries from where they provide services to Northern.

Environmental Practices All suppliers to Northern shall comply with all environmental laws and regulations applicable to their operations worldwide. Such compliance shall include, among other things, the following items:

- Obtaining and maintaining environmental permits and timely filing of required reports
- Proper handling and disposition of hazardous materials
- Monitoring, controlling and treating discharges and treating discharges generated from operations

Health and Safety Practices All suppliers to Northern are expected to provide their employees with a safe and healthy working environment in order to prevent accidents and injury and minimize exposure to health risks. Suppliers shall, among other things, comply with the health and safety laws and regulations in the jurisdictions in which they operate and provide:

- Clean and safe facilities
- Occupational health and safety training
- A system for injury and illness reporting
- Protective measures to prevent injuries/illnesses to workers

Human Rights and Labor Practices All suppliers to Northern are expected to adopt sound labor practices and treat their workers fairly in accordance with local laws and regulations. In addition, suppliers must comply with the following standards:

- *Freely Chosen Employment* - Suppliers shall not use any forced labor, whether in the form of prison labor, indentured labor, bonded labor or otherwise. Each supplier shall: (i) refrain from engaging in any acts of "slavery or human trafficking" as such terms are defined, *inter alia,* in Section 54(12) of the UK Modern Slavery Act (2015), as such act may from time to time be amended (the "**UK Modern Slavery Act**") and (ii) take commercially reasonable steps to ensure that its subcontractors and suppliers do not engage in any such acts, regardless of whether such supplier or its subcontractors or suppliers is subject to the UK Modern Slavery Act.
- *No Child Labor* - Suppliers shall comply with local minimum working age laws and requirements and not employ child labor.
- *Minimum Wages* - Suppliers shall provide wages for regular and overtime work and benefits that meet or exceed legal requirements.

- *Working Hours* - Suppliers shall not require workers to work more than the maximum hours of daily labor set by local laws.

- *No Harsh, Inhumane Treatment or Abuse* - Suppliers shall treat each employee with dignity and respect. In no event shall Supplier's workers be subject to threats of violence, physical punishment, confinement or other form of physical, sexual, psychological or verbal harassment or abuse.

- *Prohibits any discrimination practice based on age, color, race, religion, gender, creed, national origin, citizenship status, physical or mental disability, marital status, pregnancy, sexual orientation, gender identity, gender expression, veteran status, genetic tests and information, or any other legally protected status.*

- *Freedom of Association* - Suppliers shall recognize and respect the rights of its workers to organize in labor unions in accordance with local labor laws and established practices.

Ethical Business Conduct All suppliers to Northern are expected to conduct their businesses in accordance with the highest standards of ethical behavior.

Acknowledgement, Monitoring and Compliance Suppliers acknowledge receipt of this Code of Conduct. Lack of adherence to the Code of Conduct will be addressed with suppliers by Procurement during the supplier evaluation and via the supplier management process, if necessary.

All suppliers to Northern shall monitor their activities to insure their compliance with this Code of Conduct and applicable legal requirements. If a supplier identifies areas of non-compliance, the supplier agrees to notify Northern Global Procurement as to its plans to remedy any such non-compliance. Without limiting the foregoing, in the event that a supplier becomes aware of any acts of slavery or human trafficking by it or any of its subcontractors or suppliers, it shall promptly notify Northern in writing and reasonably cooperate in any related Northern investigation thereof.

Northern Global Procurement may request additional information from suppliers regarding their compliance efforts and/or engage in additional monitoring activities to confirm supplier's compliance to this Code of Conduct, including on-site inspections of facilities, use of questionnaires, review of publicly available information or other measures necessary to assess supplier's performance. Any Northern employee that becomes aware of violations of this policy shall notify Northern Global Procurement for review and appropriate action. Based on the assessment of information made available to the Northern Global Procurement, Northern reserves the right (in addition to all other legal and contractual rights) to disqualify any potential supplier from participation in the bidding process and/or terminate any relationship with any current supplier found to be in violation of this Code of Conduct without liability to Northern.

MODULE No. 3
SOFTWARE LICENSE AND SUPPORT

This MODULE No. 3 (SOFTWARE LICENSE AND SUPPORT) ("**Software Module**") is entered into this **1st March, 2021** by and between **The Northern Trust Company**[1], **Singapore Branch** ("**Northern**"), a company incorporated and existing under the laws of State of Illinois, whose principal place of business is at One George Street, #12-06, Singapore 049145 and WellteQ Pte Ltd ("**Provider**"), a company with offices at CIDC Building, 90 Eu Tong Sen Street, #03-02B, Singapore 059811. This Software Module is part of the Agreement between the Parties (having an Effective Date of [**1st March, 2021]**) and the terms and conditions thereof are incorporated herein by reference. This Software Module applies to the licensing of any Software (as defined in the Master) between Northern and Provider and any Software maintenance support related thereto. Any terms defined elsewhere in the Agreement shall have the same meaning in this Software Module. The Parties hereby agree as follows:

1. DEFINITIONS

The following terms, as used in this Software Module (or elsewhere in the Agreement), have the meanings set forth below.

"**Critical Program Error**" means any Program Error or Key, whether or not known to Northern, that has or may have substantial adverse impact on the operations of Northern or on use of the Software.

"**Key**" means any key, node lock, time-out or other function, whether implemented by electronic, mechanical, or other means, which restricts or may restrict exercise of any of the licenses granted under this Software Module, based on residency in certain Software, frequency or duration of use, or other limiting criteria.

"**Program Error**" means code in the Software that causes it to be inoperable, that produces unintended results or actions, or that produces results or actions other than those described in the Documentation or the applicable Schedule. Program Error includes, without limitation, any Critical Program Error.

"**Purchase Order**" means Northern's written order to Provider, that incorporates the Agreement (including this Software Module) by reference, for the license of Software and/or Software Maintenance Services.

"**Schedule**" means the document Northern and Provider execute pursuant to this Software Module for the provisions of specific Software and/or Software Maintenance Services. For a Schedule to be effective, it must be signed by both Parties.

"**Specification**" means the features, components, operating requirements, performance capabilities and compatibility listings with respect to the Software set forth in the applicable Documentation.

"**Updates**" means upgrades, versions, new versions, releases and/or other changes to the Software developed or acquired by Provider and made generally available to its commercial customers. For the avoidance of doubt, Updates also include any successor product(s) that incorporates the functionality of the Software, with or without the inclusion of more functions or features, even though it may be offered under a new software name or names.

"User" means any Northern (or Northern Affiliate) Personnel that Northern has authorized to access and Use the Software in the performance of their duties on behalf of Northern and/or its Affiliates.

2. TERM AND TERMINATION

2.1 Effective Date and Term. This Software Module shall be effective upon execution by both Parties ("**Module Effective Date**"). In the event that any pending Schedule or Purchase Order for Software predates the Module Effective Date, then the Parties specifically agree that the terms and conditions contained herein apply to such Schedule or Purchase Order. Unless terminated earlier as set forth in the Agreement or below, or the Parties agree otherwise, the term of this Software Module ("**Module Term**") shall end on the same date as the Master.

2.2 Termination. Northern may terminate this Software Module and/or any Schedules under it pursuant to the terms set forth in the Master. In addition, either Party may terminate an applicable Schedule pursuant to any additional termination rights set forth therein. Provider may terminate the license granted herein only if Northern materially breaches its obligations under Section 4.3 ("Ownership and License Restrictions") or Section 5.1 ("Software License Charges").

2.3 Effect of Termination/Expiration. Upon termination or expiration of this Software Module or any Schedule(s) hereunder, Provider shall promptly deliver to Northern all papers, documents, software programs and other tangible items (including all copies) constituting Northern Confidential Information related hereto or the applicable Schedule(s) in Provider's possession, custody or control. Upon written request from Northern, Provider shall promptly certify in writing that it has delivered to Northern (or, as applicable, successfully destroyed) all such Northern Confidential Information. If Provider is not otherwise in breach of its obligations under the Agreement or an applicable Schedule, Northern shall pay all undisputed outstanding invoices for Software delivered and Accepted prior to the date of termination or expiration hereof in accordance with the terms of the Agreement. In no event shall Northern be required to reimburse Provider for any unabsorbed overhead or anticipated profits for periods after the effective date of termination. In the event that Northern has pre-paid any Charges under an applicable Schedule related to Software Maintenance Services that have not been delivered, Provider shall promptly refund all such amounts unless otherwise agreed and authorized by Northern. Any termination or expiration of this Software Module, except due to a material breach by Northern, shall not affect any licenses granted herein.

3. SCHEDULES; ORDERS FOR SOFTWARE AND SOFTWARE MAINTENANCE SERVICES

3.1 Licensing of Software and Documentation. Provider shall provide to Northern pursuant to the license terms set forth in Section 4 below, those pieces of Software and related Documentation specifically identified in a Schedule under this Software Module and that are requested by Northern in an applicable Purchase Order. Unless otherwise agreed by the Parties in the applicable Schedule, all Software provided hereunder shall include all modules, run-time libraries and similar components required to enable the operation of the Software in accordance with the Specifications.

3.2 Schedules; Purchase Orders. From time to time, Provider may issue a quote for various pieces of Software identified and requested by Northern. In the event that Northern chooses to license such Software, it and Provider shall execute a Schedule that reflects the information in Provider's quote. Each such Schedule shall include: (i) the period during which Northern can license the Software and/or purchase Software Maintenance Services under the terms and conditions (including the Charges) set forth in that Schedule ("**Schedule Term**"); (ii) a description of the Software; (iii) the applicable Software Acceptance Criteria; (iv) the applicable Charges for the Software and Software Maintenance Services; (v) Provider's billing information; and (vi) such other information as may be relevant to the Software and/or Software Maintenance Services to be provided by Provider. No Schedule shall be effective unless signed by authorized representatives of both Parties. When Northern wishes to order Software and/or Software Maintenance Services under the applicable Schedule, it shall issue a Purchase Order.

3.3 Changes to and Cancellation of Purchase Orders. Northern may make changes to any Purchase Order at any time prior to Delivery, including, without limitation, the quantity of Software (*i.e.*, number of Users) to be licensed, delivery method and/or location for delivery of Software. Provider shall comply immediately with such direction and avoid unnecessary costs related thereto. Northern may cancel an individual Purchase Order, in whole or in part, in the event that Provider: (i) fails to Deliver (in whole or in part) any of the Software licensed within the time provided; (ii) breaches any material term(s) of the Agreement (including this Software Module); or (iii) Northern reasonably believes that Provider is not acting with diligence sufficient to permit Delivery by the scheduled Delivery Date. Northern shall not be required under any circumstances to pay cancellation, restocking or any similar fees or penalties relating to its cancellation of a Purchase Order.

4. LICENSES TO SOFTWARE AND DOCUMENTATION

4.1 Software. Provider hereby grants to Northern and its Affiliates a fully paid-up (as per purchased licenses), enterprise-wide, non-exclusive, irrevocable (except for cause), worldwide license to: (1) use, execute, operate, display and perform (collectively "**Use**") the Software on any and all CPU's, processing complexes, servers, networks, work stations and other platforms operated by or on behalf of Northern or its Affiliates, wherever located, subject to the terms and conditions set forth in this Software Module and in accordance with the Documentation; (2) make additional copies of the Software as reasonably necessary for backup, disaster recovery and/or archival purposes, or for benchmark or other temporary testing. Northern may allow up to the number of Users identified in the applicable Schedule to Use the Software. This license includes the right to authorize Northern Personnel and suppliers of Northern and its Affiliates to perform any of the activities described in this Section 4.1.

4.2 Documentation. Provider hereby grants to Northern and its Affiliates a fully paid-up (as per purchased licenses), enterprise-wide, irrevocable (except for cause), worldwide license to: (1) use the Documentation; (2) change, modify the Documentation, including, without limitation, to edit and reformat any of the Documentation, for on-line or other forms of electronic access. This license includes the right to authorize Northern Personnel and suppliers of Northern and its Affiliates to perform any of the activities described in this Section 4.2.

4.3 Ownership and License Restrictions. Provider retains all right, title and interest in and to the Software, and any intellectual property rights associated with it, unless expressly granted to Northern in this Software Module or an applicable Schedule. Northern shall not: (a) sublicense, sell, rent, lease, transfer, assign, or distribute the Software to third parties; (b) host the Software for the benefit of unaffiliated third parties in a service bureau mode; (c) disclose or permit any third party (other than a permitted User) to access the Software; (d) hack or modify any license key, or try to avoid or change any license registration process embodied in the Software; (e) modify or create derivative works of the Software, or merge the Software with other software; (f) disassemble, decompile or otherwise reverse engineer the Software or attempt to derive any of its Source Code, in whole or in part, except to the extent such activities are expressly permitted by law notwithstanding this prohibition; or (g) modify, obscure or delete any proprietary rights notices included in or on the Software or Documentation. For the avoidance of doubt, the foregoing restrictions shall not limit Northern's right to build interfaces with and/or otherwise link the Software with other software or systems not owned or licensed by Provider.

5. CHARGES

5.1 Software License Charges. Each Schedule shall set forth the one-time license Charge for the Software described in that Schedule. Such license Charge for additional instances of the Software shall not be raised during the Schedule Term without the Parties executing an amendment to that Schedule. Provider shall issue invoices for Software licensed under this Software Module pursuant to the specific schedule and terms set forth in the applicable Schedule and consistent with Exhibit [4] to the Master ("Invoicing").

5.2 Charges for Software Maintenance Services. After the Initial Software Maintenance Term (as defined below), in the event that Northern elects to procure Software Maintenance Services, Provider shall deliver such Services for the fee specified in the applicable Schedule. Charges for Software Maintenance Services set forth in each Schedule shall be fixed for the first three (3) years following the Software Acceptance Date. Northern may renew the Software Maintenance Services for additional terms of one (1) year each ("**Renewal Terms**"). After the third anniversary of the Software Acceptance Date, Provider may increase the Charges for each Renewal Term; provided, however, that any such increase shall not exceed the lesser of the then current U.S. Consumer Price Index or one percent (1%) of the amount paid in the previous year. For the avoidance of doubt, Northern shall not be obligated to purchase Software Maintenance Services from Provider unless it executes an applicable Schedule for such Services and issues a related Purchase Order.

6. DELIVERY; RISK OF LOSS

Unless otherwise set forth in an applicable Schedule and/or Purchase Order, within two (2) business days of the date set forth in the applicable Purchase Order, Provider shall: (a) make the Software available to Northern for download on a secure, password-protected website; \All Software shall be provided in executable code form, and shall be accompanied by instructions sufficient to allow Northern to install and Use such Software without the assistance of Provider. As Updates become available, Provider provide Northern written notice thereof and make all such Updates available for download on the same website as identified above. Contemporaneous with any Updates, Provider shall deliver to Northern any revisions and/or additions to the Documentation necessary to keep the Documentation current. In the event that the Software and/or Documentation is lost and/or damaged in transit, Provider shall promptly provide a replacement copy to Northern at no additional cost.

7. SOFTWARE ACCEPTANCE OR REJECTION

7.1 Software Acceptance. Within the time period mutually agreed to in the Schedule, Northern shall notify Provider that the Software has been installed and is ready for acceptance testing ("**Test Availability Date**"). Northern shall have thirty (30) days ("**Software Acceptance Period**") following the test Availability Date in which to test and use the Software to determine whether, in Northern's reasonable judgment, the Software materially conforms to the Requirements, Documentation and Specifications applicable thereto and/or any mutually agreed upon acceptance test plan set forth in the applicable Schedule (collectively, the "**Software Acceptance Criteria**"). If Northern reasonably determines that the Software meets the Software Acceptance Criteria, it shall promptly provide written notice to Provider that it has accepted the Software. The date of such notice shall be deemed the "**Software Acceptance Date**". Failure of Northern to share written notice to accept the software within 60 days, the software will be deemed accepted.

7.2 Software Rejection. If Northern reasonably determines that the Software does not meet the Software Acceptance Criteria, it shall provide Provider with written notice of any non-conformities ("**Initial Notice of Software Rejection**"). Provider shall promptly deliver to Northern a written plan identifying the steps it shall take to remedy any deficiencies identified by Northern ("**Deficiency Plan**"). Provider shall have thirty (30) days from the date of the Initial Notice of Software Rejection ("**Software Correction Period**") to correct, consistent with the Deficiency Plan, all identified material non-conformities in the Software so that it meets the Software Acceptance Criteria. Northern shall then retest the Software to determine if the corrected Software meets the Software Acceptance Criteria. If Northern reasonably determines that the corrected Software meets the Software Acceptance Criteria, it shall promptly provide written notice to Provider that it has accepted the Software. In the event that Northern reasonably determines that the Software still does not meet the Software Acceptance Criteria, Northern shall notify Provider in writing of its rejection of the Software ("**Final Notice of Software Rejection**"), and Northern may, in its sole discretion, either allow Provider additional time to correct the deficiencies or terminate the applicable Schedule and/or Purchase Order immediately. If Northern elects to terminate the applicable Schedule and/or Purchase Order, Provider shall promptly deliver to Northern a full refund of all applicable Charges excluding any customization or consultancy. Within thirty (30) days of Final Notice of Software Rejection or the date of Northern's receipt of such refund, whichever occurs later, Northern shall destroy all copies of the Software and Documentation and may pursue any rights that it has under the Agreement, at law or in equity.

8. SOFTWARE MAINTENANCE SERVICES

8.1 Initial Software Maintenance Term. For a period of one (1) year from Software Acceptance Date ("**Initial Software Maintenance Term**"), Provider covenants that: (a) the Software shall not contain any material defects or Critical Program Errors and shall function properly and in conformity with its Specifications; (b) it shall provide to Northern any and all Updates; and (c) Provider shall provide to Northern all reasonably necessary telephone or written consultation requested by Northern in connection with its Use of the Software or any problems therewith (items (a) through (c) comprising ("**Software Maintenance Services**"). The Software Maintenance Services during the Initial Software Maintenance Term shall be provided by Provider at no additional charge to Northern. Provider's specific obligations with respect to Software Maintenance Services (*e.g.*, problem classification, response times, etc.) shall be set forth in Software Support Attachment to the applicable Schedule.

8.2 Renewal Software Maintenance Term(s). After expiration of the Initial Software Maintenance Term, if Northern, in its sole and exclusive discretion, chooses to purchase Software Maintenance Services, Provider shall provide such Software Maintenance Services for a period of not less than three (3) years pursuant to the terms set forth in the applicable Schedule. Northern, in its sole discretion, may renew Software Maintenance Services for successive one-year (1 year) terms by providing written notice to Provider not less than thirty (30) days prior to the end of the then current term. For the avoidance of doubt, in the event that Northern elects not to renew the Software Maintenance Service, Northern shall not be precluded from Use of the Software subject to the terms and conditions of this Agreement.

8.3 Discontinuation of Software Maintenance Service. In the event that Provider discontinues Software Maintenance Services to all of its commercial customers for any Software licensed hereunder, or replaces the applicable Software with another software program or programs with substantially similar functionality ("**New Program**"), Provider shall, at Northern's sole option, either: (a) continue to provide Software Maintenance Services for such discontinued features or functionality for a period of one (1) year; (b) provide Northern with a license to the New Program, in accordance with this Agreement, at no additional charge; or (c) provide the Source Code to the applicable Software to Northern so it can support and maintain the Software.

9. REPRESENTATIONS AND WARRANTIES

9.1 Noninfringement. In addition to the representations and warranties set forth in the Master and in any applicable Schedule, Provider hereby represents and warrants that with respect to the Software and/or Documentation provided hereunder, there is currently no actual or threatened suit by any third party based on an alleged violation of such third party's Intellectual Property Rights, proprietary information or nondisclosure rights by Provider or other licensee known to Provider and that, for so long as this Software Module is in effect, it shall notify Northern immediately, in writing, in the event that it becomes aware of any action, suit, or proceeding (pending or threatened), that it reasonably believes may have a material impact on Northern's continued use of the Software or Documentation.

9.2 Sufficient Rights. In addition to the representations and warranties set forth in the Master and in any applicable Schedule, Provider hereby represents and warrants that has the full power and authority to grant the rights contained in this Software Module to Northern with respect to the Software, Documentation.

9.4 Software and Documentation. In addition to the representations and warranties set forth in the Master and in any applicable Schedule, Provider hereby represents and warrants that:

(a) for a period of one (1) year from Software Acceptance Date, any Software provided hereunder does not and shall not contain any material defects, including any Critical Program Errors and will in all material respects operate in conformity with its Specifications;

(b) any Software provided hereunder shall accurately address, present, produce, store and calculate data involving leap years, daylight savings time and multi-century dates and will not produce incorrect results involving such dates or times;

(b) any Software provided hereunder does not and shall not contain or incorporate any Malicious Code;

(c) any Software provided hereunder does not and shall not contain or incorporate any Open Source Software components that reasonably may cause or require other Northern software or systems to become subject to license terms requiring such Northern software or systems to be: (i) disclosed or distributed in Source Code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable at no charge; and

(d) in the event that any Software provided hereunder is not delivered via electronic download, then the media containing it is and shall be free from all defects in materials and workmanship; and

(e) any Documentation provided hereunder shall be complete and shall describe the Software and all components thereof accurately so as to enable reasonably skilled information technology professionals to operate, diagnose and maintain the Software properly, safely and efficiently.

9.5 Remedies. Without limiting any other right or remedy available to Northern, under the Agreement (including any applicable Schedule), at law or in equity, if Provider breaches any of the representations and warranties set forth above that are subject to correction, Provider shall promptly correct or cause the correction of the deficiencies giving rise to the breach and, as applicable bring, the Software into compliance with these representations and warranties without additional charge to Northern. If any breach prevents or substantially interferes with Northern's ability to conduct its business, Provider shall use all commercially reasonable efforts to correct the deficiency within twenty-four (24) hours after Provider learns of the deficiency (or such other correction period as may be set forth in the applicable Schedule) at no cost to Northern. If Provider fails to comply with this Section 9, Northern may, at its option and with prejudice to any other of its rights, terminate the applicable Schedule(s) or this Software Module without additional cost.

9.6 Disclaimer. EXCEPT AS SET FORTH IN THE AGREEMENT (INCLUDING, FOR THE AVOIDANCE OF DOUBT, THIS SOFTWARE MODULE AND ANY SCHEDULE(s) UNDER IT), NEITHER PARTY MAKES ANY OTHER REPRESENTATIONS AND/OR WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

11. OTHER OBLIGATIONS; GENERAL

11.1 Disablement. Provider shall not, subject to any maintenance and/or upgrades and any temporary loss of service due to same or the temporary loss of service due to a supplier of the Provider outage, disable with, in whole or in part, any software (including, but not limited to Software provided hereunder), hardware, systems or data owned, leased, licensed, utilized or held by Northern, its Affiliates or their respective Clients ("**Disablement**"), without the prior written permission of a Northern senior executive. Under no circumstances shall Provider undertake any Disablement in connection with any dispute between the Parties. Any breach by Provider of this Provision shall constitute a material breach of the Agreement and/or this Software Module and any applicable Schedules.

11.2 Source Code Escrow. In the event that Northern determines that it requires the Source Code for Software provided hereunder to be placed in escrow with a third-party, the Parties shall negotiate in good faith an appropriate Appendix to the applicable Schedule ("**Escrow Agreement**"). Notwithstanding the foregoing, in addition to any rights to the deposited materials under such Escrow Agreement, in the event that Provider is the subject of a petition for relief under Title 11 of the United States Code ("**Bankruptcy Code**"), Northern has and shall have all of the rights afforded a license under section 365(n) thereof in the event of a rejection of the Agreement (including this Software Module and any Schedules under it) and any failure by Northern to assert its rights to 'retain its benefits' to the intellectual property encompassed by the Software, pursuant to §365(n)(1)(B) of the Bankruptcy Code under an executory contract rejected by the trustee in bankruptcy shall not be construed as a termination of the contract by Northern under §365(n)(1)(A) of the Bankruptcy Code.

11.3 Order of Precedence. Any conflict or inconsistency between the terms in the Master and this Software Module shall be resolved in favor of the Master. Any conflict or inconsistency between the terms of this Software Module and any Attachment hereto or a Schedule under it shall be resolved in favor of this Software Module unless such Attachment or Schedule expressly states that it take precedence over the Master and/or this Software Module and constitutes an amendment hereto.

11.4 Entire Agreement. This Software Module (including any Attachments), the Master (and its Exhibits) and any applicable Schedules (including any Appendices and/or Purchase Orders) hereunder, constitute the entire agreement between the Parties with regard to the subject matter hereof and supersedes any and all prior agreements, understandings, representations, negotiations or communications, written or oral, regarding the subject matter hereof. There are no understandings or representations, express or implied, not expressly set forth in herein.

11.5 Electronic Contracting Methods Contained in Software, etc.. Electronic agreement methods contained in any Software, any Provider websites or in any other medium (including, but not limited to "I Agree" or "I Accept" buttons) shall not be sufficient to supersede or otherwise modify the terms of this Software Module. All such "click-wrap," "click-through," "browse-wrap" or "shrink-wrap" terms and conditions shall be of no force or effect and shall be null and void.

13.6 Counterparts. This Software Module may be executed and delivered by facsimile or electronic mail and shall constitute the final agreement of the Parties and conclusive proof of such agreement. For the convenience of the Parties, any number of counterparts of this Software Module may be executed by any one or more Parties hereto, and each such executed counterpart (including any facsimile thereof) shall be deemed to be an original, and in the aggregate but one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed and delivered this Software Module as of the last date set forth below.

ACCEPTED AND AGREED:

THE NORTHERN TRUST COMPANY		**WELLTEQ PTE LTD**	
Signature:	/s/ Yen Leng Ong	Signature:	/s/ Stacey Riley
Print Name:	Yen Leng Ong	Print Name:	Stacey Riley
Title:	Country Executive SEA	Title:	Head of Business Development
Date:	03/23/2021	Date:	03/01/2021

Exhibit 4.48

AMENDMENT 1 TO
"MASTER AGREEMENT"

This AMENDMENT TO MASTER AGREEMENT ("Amendment") is entered into as of January 1st, 2022 ("Effective Date"), by and between The Northern Trust Company, Singapore Branch, having its principal offices at George Street, #12-06, Singapore 0491452 ("NT"), and WellteQ Pte Ltd, having its principal offices at CIDC Building, 90 Eu Tong Sen Street, #03-02B, Singapore 059811 (hereinafter "Provider").

W I T N E S S E T H

WHEREAS, NT and Provider entered into that certain MASTER AGREEMENT dated 1st of March, 2021("Agreement").

WHEREAS, the parties desire to amend the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereby amend the Agreement as follows:

1. Subject to the terms, covenants, conditions and provisions of the Agreement, Exhibit 1, Exhibit 2 and Exhibit 3 is added to Agreement, attached hereto in this Amendment with effective as of the Effective Date.

2. The parties hereto further agree that all of the provisions, stipulations, powers and covenants in the Agreement are hereby ratified and confirmed, and the Agreement, except as modified herein, shall stand and remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

WellteQ Pte Ltd

By: /s/ Jeames Gillett
Printed Name: Jeames Gillett
Title: COO
Date: 03/14/2022

The Northern Trust Company, Singapore Branch

By: /s/ Yen Leng Ong
Printed Name: Yen Leng Ong
Title: Country Executive Southeast Asia
Date: 05/16/2022

EXHIBIT 1

COUNTRY UNIQUE TERMS

BEIJING

In the event that a Northern Affiliate located outside the United States enters into any transactions under the Master Agreement ("Master") and/or the Software as a Service Agreement ("SaaS Agreement"), the terms thereof shall apply except as specifically set forth below. For the avoidance of doubt, the following terms and conditions constitute an amendment to the Master, the SaaS Agreement and/or any of the Modules or Schedule under those agreements. Any terms or conditions in the Master, the SaaS Agreement and/or Modules or Schedules not specifically modified below remain unchanged and in full force and effect. This Exhibit may be modified by Northern from time to time and it will use commercially reasonable efforts to notify Provider of any changes hereto.

A. MASTER

1. Section 4.5 of the Master ("Taxes") is deleted in its entirety and replaced with the following:

> Northern will pay any goods and services tax, excise, sales, use or other similar tax based upon charges or Services and Deliverables rendered pursuant to the Agreement, any of which may be paid by the Provider and added to Northern's invoice on actual. Northern shall not be obligated to pay any taxes based on the Service Provider's net income or on any property owned by the Service Provider.

2. Section 12 of the Master ("Dispute Resolution") is deleted in its entirety and replaced with the following:

> Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination (a "**Dispute**") shall be resolved in accordance with this Section. The Parties agree that they will each use all reasonable endeavors to resolve any Dispute promptly and fairly. Senior representatives of each Party with the requisite authority to resolve a Dispute shall meet within two (2) weeks of a Party's initial request for a meeting to resolve a Dispute. The Parties shall then have thirty (30) days from the date of the meeting to resolve the Dispute.
>
> Subject to the requirements set out in the clause above having been met, all Disputes arising out of or in connection with this Agreement shall be finally resolved by arbitration in Hong Kong in accordance with the UNCITRAL Arbitration Rules in force at the date of the request for arbitration. The place of arbitration shall be Hong Kong. The arbitration shall be settled by a sole (1) arbitrator to be jointly appointed by the Parties, failing which the appointment shall be made by the Hong Kong International Arbitration Centre ("HKIAC"). The language of the arbitration will be English.
>
> A request for interim measures or equitable remedies, including injunctive relief, by a Party to a court shall not be deemed to be or construed as incompatible with, or a waiver of, this Agreement to arbitrate. The arbitral tribunal shall have the authority and power to make such orders for interim relief, including injunctive relief, as it may deem just and equitable.

The arbitration shall be kept confidential and the existence of the proceeding and any element of it (including but not limited to any pleadings, submissions or other documents submitted or exchanged, any evidence and any awards) shall not without prior consent by the Parties be disclosed beyond the Parties to the arbitration and their representatives, the arbitral tribunal, the administering institution (if any) and any person necessary to the conduct of the proceeding, except as may be lawfully required whether in judicial proceedings or otherwise in the normal course of business of the Parties.

The awards rendered by the arbitrator shall be in writing (which shall include a statement of the reasons for the award), final and binding on the Parties. The Parties agree to be bound by the awards and agree to execute the awards accordingly.

No provision of this Section shall limit the right of a Party to exercise self-help remedies, including set-off, foreclosure against or sale of any collateral or security, or to obtain provisional or ancillary remedies from a court of competent jurisdiction before, during or after the arbitration proceeding, provided the exercise of any such rights is subject to the other provisions of this Agreement.

Unless prohibited from doing so, until a Dispute is resolved, the Parties are obliged to perform their obligations under this Agreement.

3. Section 8.5 of the Master ("Nondiscrimination") is deleted in its entirety.

4. Section 8.5 of the Master ("Supplier Diversity") is deleted in its entirety.

5. Section 15.15 of the Master ("Governing Law and Jurisdiction") is deleted in its entirety and replaced with the following:

Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the applicable substantive laws of Hong Kong, without giving effect to its conflicts of laws rules. Subject to the terms of Section [9] ("Dispute Resolution"), each party irrevocably agrees that any legal action, suit or proceeding brought by it in a court in any way arising out of this Agreement shall be brought solely and exclusively in, and shall be subject to the services of process and other applicable rules of the jurisdiction of Hong Kong and each party irrevocably submits to the sole and exclusive personal jurisdiction of that jurisdiction's courts generally and unconditionally, with respect to any action, suit or proceeding brought by it or against it by the other Party.

B. SERVICES MODULE

1. Section 3.2 of the Services Module ("Location of Performance") is deleted in its entirety and replaced with the following:

Location of Performance. Provider shall perform all Services under this Services Module at Northern's Site(s), unless otherwise specifically set forth in the applicable SOW. In the event that the Parties agree that Services may be provided from Provider's facilities, unless otherwise set forth in the applicable SOW, they shall be provided solely from locations within the country in which the Northern entity involved is incorporated or otherwise established.

2. Section 8.1 of the Services Module ("Ownership of Deliverables") is deleted in its entirety and replaced with the following:

> 8.1 Ownership of Deliverables. Except as otherwise set forth herein, Northern shall exclusively own all right, title and interest (including ownership of Intellectual Property Rights) in and to all items that are conceived, made, discovered, written or created by Provider Personnel alone or jointly with third parties under this Agreement, including the Deliverables, whether completed or works-in-progress. Any Deliverables that may be considered copyrightable works shall be deemed "works made for hire" of Northern for all purposes of copyright law, and the copyright shall belong solely to Northern. To the extent that any such Deliverables do not fall within the specifically enumerated works that constitute "works made for hire" under the copyright laws, and to the extent that any Deliverables include materials subject to Intellectual Property Rights and/or other proprietary rights protection, Provider hereby irrevocably assigns to Northern all its right, title and interest that it may be deemed to have in and to any and all Intellectual Property Rights and other proprietary rights therein (including renewals thereof). Provider shall obtain, at its expense, such assignments to Northern and any other documentation from Provider's Personnel as are necessary to effectuate the purposes of the previous sentence.

3. Items "(c)" and "(d)" of Section 9.1 of the Services Module ("Services") are deleted in their entirety.

4. Section 9.3 of the Services Module ("Provider Personnel") is deleted in its entirety and replaced with the following:

> Provider Personnel. In addition to the representations and warranties set forth in the Master and in any applicable SOW, Provider hereby represents and warrants that with respect to any and all Provider Personnel providing Services to Northern pursuant to an applicable SOW:
>
> (a) it has and shall continue to comply with all applicable Laws;
>
> (b) it has performed a criminal and other background investigation (consistent with the requirements set forth in Attachment B hereto ("Background Check Requirements for Provider Personnel"));
>
> (c) it shall not bring on Northern premises any individuals whom Provider knows, or should reasonably know, may pose a substantial risk to the health or safety of others.

5. Section 11 of the Services Module ("Security Standards and Certifications") is deleted in its entirety.

C. HARDWARE MODULE

1. Section 9.5 of the Hardware Module ("Provider Personnel") is deleted in its entirety and replaced with the following:

Provider Personnel. In addition to the representations and warranties set forth in the Master and in any applicable SOW, Provider hereby represents and warrants that with respect to any and all Provider Personnel providing Services to Northern pursuant to an applicable SOW:

(a) it has and shall continue to comply with all applicable Laws;

(b) it has performed a criminal and other background investigation (consistent with the requirements set forth in Attachment B hereto ("Background Check Requirements for Provider Personnel"));

(c) it shall not bring on Northern premises any individuals whom Provider knows, or should reasonably know, may pose a substantial risk to the health or safety of others.

D. SOFTWARE MODULE

1. Section 11.2 of the Software Module ("Source Code Escrow") is deleted in its entirety.

E. SOFTWARE AS A SERVICE AGREEMENT

1. The definition of "System Availability" is Section 1 of the SaaS Agreement is modified by deleting the phrase "excluding the hours of midnight Saturday to 6:00 a.m. Sunday U.S. Central Time" and replacing it with the phrase "excluding the hours of midnight Saturday to 6:00 a.m. of the time zone where Northern is incorporated"

2. Section 7.3 of the SaaS Agreement ("Location of Data") is deleted in its entirety and replaced with the following:

Location of Data. During the Term, Provider shall not store, back up or process (or allow any sub- processing of) Northern Data outside the country where Northern is incorporated, unless specifically agreed to in an applicable Schedule. Provider shall identify each data center where Northern Data is stored, backed up and/or processed (or where subprocessing occurs) in each Schedule. Storage of Northern Data is in the most proximal cloud infrastructure data centre where supported by Amazon Web Services (AWS) to where Northern is incorporated and processing of some Northern Data may occur in Singapore or Sydney data centers from time to time.

3. Section 9.5 of the SaaS Agreement ("Maintenance Window") is modified by deleting the phrase "between 12:00 a.m. and 6:00 a.m. U.S. Central Standard Time" and replacing it with the phrase "between 12:00 a.m. and 6:00 a.m. of the time zone where Northern is incorporated"

4. Section 10.3 of the SaaS Agreement ("Nondiscrimination") is deleted in its entirety.

5. Section 10.4 of the SaaS Agreement ("Supplier Diversity") is deleted in its entirety.

6. Section 17 of the SaaS Agreement ("Dispute Resolution") is deleted in its entirety and replaced with the following:

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination (a "**Dispute**") shall be resolved in accordance with this Section. The Parties agree that they will each use all reasonable endeavors to resolve any Dispute promptly and fairly. Senior representatives of each Party with the requisite authority to resolve a Dispute shall meet within two (2) weeks of a Party's initial request for a meeting to resolve a Dispute. The Parties shall then have thirty (30) days from the date of the meeting to resolve the Dispute.

Subject to the requirements set out in the clause above having been met, all Disputes arising out of or in connection with this Agreement shall be finally resolved by arbitration in Hong Kong in accordance with the UNCITRAL Arbitration Rules in force at the date of the request for arbitration. The place of arbitration shall be Hong Kong. The arbitration shall be settled by a sole (1) arbitrator to be jointly appointed by the Parties, failing which the appointment shall be made by the Hong Kong International Arbitration Centre ("HKIAC"). The language of the arbitration will be English.

A request for interim measures or equitable remedies, including injunctive relief, by a Party to a court shall not be deemed to be or construed as incompatible with, or a waiver of, this Agreement to arbitrate. The arbitral tribunal shall have the authority and power to make such orders for interim relief, including injunctive relief, as it may deem just and equitable.

The arbitration shall be kept confidential and the existence of the proceeding and any element of it (including but not limited to any pleadings, submissions or other documents submitted or exchanged, any evidence and any awards) shall not without prior consent by the Parties be disclosed beyond the Parties to the arbitration and their representatives, the arbitral tribunal, the administering institution (if any) and any person necessary to the conduct of the proceeding, except as may be lawfully required whether in judicial proceedings or otherwise in the normal course of business of the Parties.

The awards rendered by the arbitrator shall be in writing (which shall include a statement of the reasons for the award), final and binding on the Parties. The Parties agree to be bound by the awards and agree to execute the awards accordingly.

No provision of this Section shall limit the right of a Party to exercise self-help remedies, including set-off, foreclosure against or sale of any collateral or security, or to obtain provisional or ancillary remedies from a court of competent jurisdiction before, during or after the arbitration proceeding, provided the exercise of any such rights is subject to the other provisions of this Agreement.

Unless prohibited from doing so, until a Dispute is resolved, the Parties are obliged to perform their obligations under this Agreement.

7. Section 20.15 of the SaaS Agreement ("Governing Law; Jurisdiction") is deleted in its entirety and replaced with the following:

Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the applicable substantive laws of Hong Kong, without giving effect to its conflicts of laws rules. Subject to the terms of Section [9] ("Dispute Resolution"), each party irrevocably agrees that any legal action, suit or proceeding brought by it in a court in any way arising out of this Agreement shall be brought solely and exclusively in, and shall be subject to the services of process and other applicable rules of the jurisdiction of Hong Kong and each party irrevocably submits to the sole and exclusive personal jurisdiction of that jurisdiction's courts generally and unconditionally, with respect to any action, suit or proceeding brought by it or against it by the other Party.

EXHIBIT 2

COUNTRY UNIQUE TERMS

SEOUL

In the event that a Northern Affiliate located outside the United States enters into any transactions under the Master Agreement ("Master") and/or the Software as a Service Agreement ("SaaS Agreement"), the terms thereof shall apply except as specifically set forth below. For the avoidance of doubt, the following terms and conditions constitute an amendment to the Master, the SaaS Agreement and/or any of the Modules or Schedule under those agreements. Any terms or conditions in the Master, the SaaS Agreement and/or Modules or Schedules not specifically modified below remain unchanged and in full force and effect. This Exhibit may be modified by Northern from time to time and it will use commercially reasonable efforts to notify Provider of any changes hereto.

A. MASTER

1. Section 4.5 of the Master ("Taxes") is deleted in its entirety and replaced with the following:

> Northern will pay any goods and services tax, excise, sales, use or other similar tax based upon charges or Services and Deliverables rendered pursuant to the Agreement, any of which may be paid by the Provider and added to Northern's invoice on actual. Northern shall not be obligated to pay any taxes based on the Service Provider's net income or on any property owned by the Service Provider.

2. Section 12 of the Master ("Dispute Resolution") is deleted in its entirety and replaced with the following:

> Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination (a "**Dispute**") shall be resolved in accordance with this Section. The Parties agree that they will each use all reasonable endeavors to resolve any Dispute promptly and fairly. Senior representatives of each Party with the requisite authority to resolve a Dispute shall meet within two (2) weeks of a Party's initial request for a meeting to resolve a Dispute. The Parties shall then have thirty (30) days from the date of the meeting to resolve the Dispute.
>
> Subject to the requirements set out in the clause above having been met, all Disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce ('ICC'), as in effect as at the date of this Agreement, by [a sole arbitrator] [three arbitrators] [one or more arbitrators] appointed in accordance with the said Rules. The seat, or legal place, of the arbitration shall be Seoul, South Korea. The arbitration shall be conducted in the English language.
>
> Unless prohibited from doing so, until a Dispute is resolved, the Parties are obliged to perform their obligations under this Agreement.

3. Section 8.5 of the Master ("Nondiscrimination") is deleted in its entirety.

4. Section 8.5 of the Master ("Supplier Diversity") is deleted in its entirety.

5. Section 15.15 of the Master ("Governing Law and Jurisdiction") is deleted in its entirety and replaced with the following:

> Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the applicable substantive laws of the country in which the Northern entity involved is incorporated or otherwise established, without giving effect to its conflicts of laws rules. Subject to the terms of Section [9] ("Dispute Resolution"), each party irrevocably agrees that any legal action, suit or proceeding brought by it in a court in any way arising out of this Agreement shall be brought solely and exclusively in, and shall be subject to the services of process and other applicable rules of the jurisdiction where the Northern entity involved is incorporated and each party irrevocably submits to the sole and exclusive personal jurisdiction of that jurisdiction's courts generally and unconditionally, with respect to any action, suit or proceeding brought by it or against it by the other Party.

B. SERVICES MODULE

1. Section 3.2 of the Services Module ("Location of Performance") is deleted in its entirety and replaced with the following:

> Location of Performance. Provider shall perform all Services under this Services Module at Northern's Site(s), unless otherwise specifically set forth in the applicable SOW. In the event that the Parties agree that Services may be provided from Provider's facilities, unless otherwise set forth in the applicable SOW, they shall be provided solely from locations within the country in which the Northern entity involved is incorporated or otherwise established.

2. Section 8.1 of the Services Module ("Ownership of Deliverables") is deleted in its entirety and replaced with the following:

> 8.1 Ownership of Deliverables. Except as otherwise set forth herein, Northern shall exclusively own all right, title and interest (including ownership of Intellectual Property Rights) in and to all items that are conceived, made, discovered, written or created by Provider Personnel alone or jointly with third parties under this Agreement, including the Deliverables, whether completed or works-in-progress. Any Deliverables that may be considered copyrightable works shall be deemed "works made for hire" of Northern for all purposes of copyright law, and the copyright shall belong solely to Northern. To the extent that any such Deliverables do not fall within the specifically enumerated works that constitute "works made for hire" under the copyright laws, and to the extent that any Deliverables include materials subject to Intellectual Property Right sand/or other proprietary rights protection, Provider hereby irrevocably assigns to Northern all its right, title and interest that it may be deemed to have in and to any and all Intellectual Property Rights and other proprietary rights therein (including renewals thereof). Provider shall obtain, at its expense, such assignments to Northern and any other documentation from Provider's Personnel as are necessary to effectuate the purposes of the previous sentence.

3. Items "(c)" and "(d)" of Section 9.1 of the Services Module ("Services") are deleted in their entirety.

4. Section 9.3 of the Services Module ("Provider Personnel") is deleted in its entirety and replaced with the following:

Provider Personnel. In addition to the representations and warranties set forth in the Master and in any applicable SOW, Provider hereby represents and warrants that with respect to any and all Provider Personnel providing Services to Northern pursuant to an applicable SOW:

(a) it has and shall continue to comply with all applicable Laws;

(b) it has performed a criminal and other background investigation (consistent with the requirements set forth in Attachment B hereto ("Background Check Requirements for Provider Personnel"));

(c) it shall not bring on Northern premises any individuals whom Provider knows, or should reasonably know, may pose a substantial risk to the health or safety of others.

5. Section 11 of the Services Module ("Security Standards and Certifications") is deleted in its entirety.

C. HARDWARE MODULE

1. Section 9.5 of the Hardware Module ("Provider Personnel") is deleted in its entirety and replaced with the following:

Provider Personnel. In addition to the representations and warranties set forth in the Master and in any applicable SOW, Provider hereby represents and warrants that with respect to any and all Provider Personnel providing Services to Northern pursuant to an applicable SOW:

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(b) it has performed a criminal and other background investigation (consistent with the requirements set forth in Attachment B hereto ("Background Check Requirements for Provider Personnel"));

(c) it shall not bring on Northern premises any individuals whom Provider knows, or should reasonably know, may pose a substantial risk to the health or safety of others.

D. SOFTWARE MODULE

1. Section 11.2 of the Software Module ("Source Code Escrow") is deleted in its entirety.

E. SOFTWARE AS A SERVICE AGREEMENT

1. The definition of "System Availability" is Section 1 of the SaaS Agreement is modified by deleting the phrase "excluding the hours of midnight Saturday to 6:00 a.m. Sunday U.S. Central Time" and replacing it with the phrase "excluding the hours of midnight Saturday to 6:00 a.m. of the time zone where Northern is incorporated"

2. Section 7.3 of the SaaS Agreement ("Location of Data") is deleted in its entirety and replaced with the following:

> Location of Data. During the Term, Provider shall not store, back up or process (or allow any sub- processing of) Northern Data outside the country where Northern is incorporated, unless specifically agreed to in an applicable Schedule. Provider shall identify each data center where Northern Data is stored, backed up and/or processed (or where subprocessing occurs) in each Schedule. Storage of Northern Data is in the most proximal cloud infrastructure data centre where supported by Amazon Web Services (AWS) to where Northern is incorporated and processing of some Northern Data may occur in Singapore or Sydney data centers from time to time.

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5. Section 10.4 of the SaaS Agreement ("Supplier Diversity") is deleted in its entirety.

6. Section 17 of the SaaS Agreement ("Dispute Resolution") is deleted in its entirety and replaced with the following:

> Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination (a "**Dispute**") shall be resolved in accordance with this Section. The Parties agree that they will each use all reasonable endeavors to resolve any Dispute promptly and fairly. Senior representatives of each Party with the requisite authority to resolve a Dispute shall meet within two (2) weeks of a Party's initial request for a meeting to resolve a Dispute. The Parties shall then have thirty (30) days from the date of the meeting to resolve the Dispute.
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> Subject to the requirements set out in the clause above having been met, all Disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce ('ICC'), as in effect as at the date of this Agreement, by [a sole arbitrator] [three arbitrators] [one or more arbitrators] appointed in accordance with the said Rules. The seat, or legal place, of the arbitration shall be Seoul, South Korea. The arbitration shall be conducted in the English language.
>
> Unless prohibited from doing so, until a Dispute is resolved, the Parties are obliged to perform their obligations under this Agreement.

7. Section 20.15 of the SaaS Agreement ("Governing Law; Jurisdiction") is deleted in its entirety and replaced with the following:

> Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the applicable substantive laws of the country in which the Northern entity involved is incorporated or otherwise established, without giving effect to its conflicts of laws rules. Subject to the terms of Section [9] ("Dispute Resolution"), each party irrevocably agrees that any legal action, suit or proceeding brought by it in a court in any way arising out of this Agreement shall be brought solely and exclusively in, and shall be subject to the services of process and other applicable rules of the jurisdiction where the Northern entity involved is incorporated and each party irrevocably submits to the sole and exclusive personal jurisdiction of that jurisdiction's courts generally and unconditionally, with respect to any action, suit or proceeding brought by it or against it by the other Party.

EXHIBIT 3

COUNTRY UNIQUE TERMS

JAPAN

In the event that a Northern Affiliate located outside the United States enters into any transactions under the Master Agreement ("Master") and/or the Software as a Service Agreement ("SaaS Agreement"), the terms thereof shall apply except as specifically set forth below. For the avoidance of doubt, the following terms and conditions constitute an amendment to the Master, the SaaS Agreement and/or any of the Modules or Schedule under those agreements. Any terms or conditions in the Master, the SaaS Agreement and/or Modules or Schedules not specifically modified below remain unchanged and in full force and effect. This Exhibit may be modified by Northern from time to time and it will use commercially reasonable efforts to notify Provider of any changes hereto.

A. MASTER

1. Section 4.5 of the Master ("Taxes") is deleted in its entirety and replaced with the following:

> Northern will pay any goods and services tax, excise, sales, use or other similar tax based upon charges or Services and Deliverables rendered pursuant to the Agreement, any of which may be paid by the Provider and added to Northern's invoice on actual. Northern shall not be obligated to pay any taxes based on the Service Provider's net income or on any property owned by the Service Provider.

2. Section 12 of the Master ("Dispute Resolution") is deleted in its entirety and replaced with the following:

> Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination (a "**Dispute**") shall be resolved in accordance with this Section. The Parties agree that they will each use all reasonable endeavors to resolve any Dispute promptly and fairly. Senior representatives of each Party with the requisite authority to resolve a Dispute shall meet within two (2) weeks of a Party's initial request for a meeting to resolve a Dispute. The Parties shall then have thirty (30) days from the date of the meeting to resolve the Dispute.
>
> Unless prohibited from doing so, until a Dispute is resolved, the Parties are obliged to perform their obligations under this Agreement.

3. Section 8.5 of the Master ("Nondiscrimination") is deleted in its entirety.

4. Section 8.5 of the Master ("Supplier Diversity") is deleted in its entirety.

5. Section 15.15 of the Master ("Governing Law and Jurisdiction") is deleted in its entirety and replaced with the following:

> Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the applicable substantive laws of the country in which the Northern entity involved is incorporated or otherwise established, without giving effect to its conflicts of laws rules. Subject to the terms of Section [9] ("Dispute Resolution"), each party irrevocably agrees that any legal action, suit or proceeding brought by it in a court in any way arising out of this Agreement shall be brought solely and exclusively in, and shall be subject to the services of process and other applicable rules of the jurisdiction where the Northern entity involved is incorporated and each party irrevocably submits to the sole and exclusive personal jurisdiction of that jurisdiction's courts generally and unconditionally, with respect to any action, suit or proceeding brought by it or against it by the other Party.

B. SERVICES MODULE

1. Section 3.2 of the Services Module ("Location of Performance") is deleted in its entirety and replaced with the following:

> Location of Performance. Provider shall perform all Services under this Services Module at Northern's Site(s), unless otherwise specifically set forth in the applicable SOW. In the event that the Parties agree that Services may be provided from Provider's facilities, unless otherwise set forth in the applicable SOW, they shall be provided solely from locations within the country in which the Northern entity involved is incorporated or otherwise established.

2. Section 8.1 of the Services Module ("Ownership of Deliverables") is deleted in its entirety and replaced with the following:

> 8.1 Ownership of Deliverables. Except as otherwise set forth herein, Northern shall exclusively own all right, title and interest (including ownership of Intellectual Property Rights) in and to all items that are conceived, made, discovered, written or created by Provider Personnel alone or jointly with third parties under this Agreement, including the Deliverables, whether completed or works-in-progress. Any Deliverables that may be considered copyrightable works shall be deemed "works made for hire" of Northern for all purposes of copyright law, and the copyright shall belong solely to Northern. To the extent that any such Deliverables do not fall within the specifically enumerated works that constitute "works made for hire" under the copyright laws, and to the extent that any Deliverables include materials subject to Intellectual Property Rights and/or other proprietary rights protection, Provider hereby irrevocably assigns to Northern all its right, title and interest that it may be deemed to have in and to any and all Intellectual Property Rights and other proprietary rights therein (including renewals thereof). Provider shall obtain, at its expense, such assignments to Northern and any other documentation from Provider's Personnel as are necessary to effectuate the purposes of the previous sentence.

3. Items "(c)" and "(d)" of Section 9.1 of the Services Module ("Services") are deleted in their entirety.

4. Section 9.3 of the Services Module ("Provider Personnel") is deleted in its entirety and replaced with the following:

Provider Personnel. In addition to the representations and warranties set forth in the Master and in any applicable SOW, Provider hereby represents and warrants that with respect to any and all Provider Personnel providing Services to Northern pursuant to an applicable SOW:

(a) it has and shall continue to comply with all applicable Laws;

(b) it has performed a criminal and other background investigation (consistent with the requirements set forth in Attachment B hereto ("Background Check Requirements for Provider Personnel"));

(c) it shall not bring on Northern premises any individuals whom Provider knows, or should reasonably know, may pose a substantial risk to the health or safety of others.

5. Section 11 of the Services Module ("Security Standards and Certifications") is deleted in its entirety.

C. HARDWARE MODULE

1. Section 9.5 of the Hardware Module ("Provider Personnel") is deleted in its entirety and replaced with the following:

Provider Personnel. In addition to the representations and warranties set forth in the Master and in any applicable SOW, Provider hereby represents and warrants that with respect to any and all Provider Personnel providing Services to Northern pursuant to an applicable SOW:

(a) it has and shall continue to comply with all applicable Laws;

(b) it has performed a criminal and other background investigation (consistent with the requirements set forth in Attachment B hereto ("Background Check Requirements for Provider Personnel"));

(c) it shall not bring on Northern premises any individuals whom Provider knows, or should reasonably know, may pose a substantial risk to the health or safety of others.

D. SOFTWARE MODULE

1. Section 11.2 of the Software Module ("Source Code Escrow") is deleted in its entirety.

E. SOFTWARE AS A SERVICE AGREEMENT

1. The definition of "System Availability" is Section 1 of the SaaS Agreement is modified by deleting the phrase "excluding the hours of midnight Saturday to 6:00 a.m. Sunday U.S. Central Time" and replacing it with the phrase "excluding the hours of midnight Saturday to 6:00 a.m. of the time zone where Northern is incorporated"

2. Section 7.3 of the SaaS Agreement ("Location of Data") is deleted in its entirety and replaced with the following:

> Location of Data. During the Term, Provider shall not store, back up or process (or allow any sub- processing of) Northern Data outside the country where Northern is incorporated, unless specifically agreed to in an applicable Schedule. Provider shall identify each data center where Northern Data is stored, backed up and/or processed (or where subprocessing occurs) in each Schedule. Storage of Northern Data is in the most proximal cloud infrastructure data centre where supported by Amazon Web Services (AWS) to where Northern is incorporated and processing of some Northern Data may occur in Singapore or Sydney data centers from time to time.

3. Section 9.5 of the SaaS Agreement ("Maintenance Window") is modified by deleting the phrase "between 12:00 a.m. and 6:00 a.m. U.S. Central Standard Time" and replacing it with the phrase "between 12:00 a.m. and 6:00 a.m. of the time zone where Northern is incorporated"

4. Section 10.3 of the SaaS Agreement ("Nondiscrimination") is deleted in its entirety.

5. Section 10.4 of the SaaS Agreement ("Supplier Diversity") is deleted in its entirety.

6. Section 17 of the SaaS Agreement ("Dispute Resolution") is deleted in its entirety and replaced with the following:

> Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination (a "**Dispute**") shall be resolved in accordance with this Section. The Parties agree that they will each use all reasonable endeavors to resolve any Dispute promptly and fairly. Senior representatives of each Party with the requisite authority to resolve a Dispute shall meet within two (2) weeks of a Party's initial request for a meeting to resolve a Dispute. The Parties shall then have thirty (30) days from the date of the meeting to resolve the Dispute.
>
> Unless prohibited from doing so, until a Dispute is resolved, the Parties are obliged to perform their obligations under this Agreement.

7. Section 20.15 of the SaaS Agreement ("Governing Law; Jurisdiction") is deleted in its entirety and replaced with the following:

> Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the applicable substantive laws of the country in which the Northern entity involved is incorporated or otherwise established, without giving effect to its conflicts of laws rules. Subject to the terms of Section [9] ("Dispute Resolution"), each party irrevocably agrees that any legal action, suit or proceeding brought by it in a court in any way arising out of this Agreement shall be brought solely and exclusively in, and shall be subject to the services of process and other applicable rules of the jurisdiction where the Northern entity involved is incorporated and each party irrevocably submits to the sole and exclusive personal jurisdiction of that jurisdiction's courts generally and unconditionally, with respect to any action, suit or proceeding brought by it or against it by the other Party.

DocuSign

Certificate Of Completion

Envelope Id: CCB3EB9AEA3C40F1AB272715E21C4A5C
Subject: Please DocuSign: NT Ammendment for WellTeq.pdf
templateName:
applicationTla:
requestId:
processEnvelopeEvents:
businessUnit:
Source Envelope:
Document Pages: 15
Certificate Pages: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Signatures: 1
Initials: 0

Envelope Originator:
Sukumar K Nadig
50 S La Salle St
Chicago, IL 60603
skn8@ntrs.com
IP Address:
81.144.146.180

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Status: Original
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Signer Events	**Signature**	**Timestamp**
Yen Leng Ong yo9@ntrs.com Country Executive Southeast Asia The Northern Trust Company Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Signed by link sent to yo9@ntrs.com Using IP Address: 12.148.183.22	Sent: 16-May-22 | 12:07 Viewed: 16-May-22 | 19:30 Signed: 16-May-22 | 19:30

Electronic Record and Signature Disclosure:
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In Person Signer Events	**Signature**	**Timestamp**
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**

James Kuruvilla njk1@ntrs.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 16-May-22 | 12:07
Vineeth J VJ64@ntrs.com Northern Trust Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 16-May-22 | 12:07 Viewed: 15-Jun-22 | 04:46

Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamp**
Envelope Sent	Hashed/Encrypted	16-May-22 | 12:07
Certified Delivered	Security Checked	16-May-22 | 19:30
Signing Complete	Security Checked	16-May-22 | 19:30
Completed	Security Checked	16-May-22 | 19:30
Payment Events	**Status**	**Timestamps**

Exhibit 12.1

CERTIFICATION OF NON-EXECUTIVE CHAIRMAN
Pursuant to Rule 13a-14(a) under the Securities Exchange Act of 1934, as amended

I, Nicholas Prosser, certify that:

1. I have reviewed this annual report on Form 20-F of Advanced Human Imaging Ltd;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent function):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

February 3, 2023

/s/ Nicholas Prosser
Nicholas Prosser
Non-executive Chairman

* The originally executed copy of this Certification will be maintained at the Registrant's offices and will be made available for inspection upon request.

Exhibit 12.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER
Pursuant to Rule 13a-14(a) under the Securities Exchange Act of 1934, as amended

I, Simon Durack, certify that:

1. I have reviewed this annual report on Form 20-F of Advanced Human Imaging Ltd;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent function):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

February 3, 2023

/s/ Simon Durack
Simon Durack
Chief Financial Officer

* The originally executed copy of this Certification will be maintained at the Registrant's offices and will be made available for inspection upon request.

Exhibit 13.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of Advanced Human Imaging Ltd (the "Company") on Form 20-F for the year ended June 30, 2022, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Nicholas Prosser, Non-executive Chairman of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

February 3, 2023

/s/ Nicholas Prosser
Nicholas Prosser
Non-executive Chairman

* The originally executed copy of this Certification will be maintained at the Company's offices and will be made available for inspection upon request.

Exhibit 13.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of Advanced Human Imaging Ltd (the "Company") on Form 20-F for the year ended June 30, 2022, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Simon Durack, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

February 3, 2023

/s/ Simon Durack
Simon Durack
Chief Financial Officer

* The originally executed copy of this Certification will be maintained at the Company's offices and will be made available for inspection upon request.

This page is required for Australian Disclosure Requirements and has been intentionally left blank.