

STANDARD TERMS & CONDITIONS

¹These standard terms & conditions (**Standard Terms & Conditions**) apply to all sale and supply of Product supplied by VT42 Pty Ltd trading as Contact Harald ABN 77 373 551 818 (Contact Harald, we, us) to you (Customer, you). We may add to or change these Standard Terms & Conditions at any time. The Customer will be bound by and agrees to accept the then current Standard Terms & Conditions which apply at date of the Contract of Sale.

Under the Contract of Sale and these Standard Terms & Conditions, EULA and SAAS Terms:

- (a) **“Contract of Sale”** means the document so called which amongst other things details the quantity of the Product, details the name of the Customer and details the price for the Product purchased;
- (b) **“Card Activation”** has the meaning - when the Customer on behalf of the User, pushes the activation button on the Card;
- (c) **“Platform Fee”** has the meaning – the initial charge for Platform setup, including, Onboarding setup, Software Licence royalty-free, 1 x iPad, iPad setup, Services, Training, Support and Software Updates;
- (d) **“Platform Renewal Fee”** has the meaning – charged every 6 months from date of order for renewed Software Licence royalty-free, Services, Ongoing Support and Software Updates;
- (e) **“Product”** has the meaning of Contact Harald Cards (**Card or Cards**) including one lanyard (or equivalent) per Card. Each Card includes an ancillary royalty-free licence for the Software for the Permitted Use (**Software Licence**), for the Software Licence Term (together **Product**);
- (f) **“Additional iPads”** has the meaning – additional iPads including iPad setup, may be added if required. For security reasons, and to ensure the necessary applications are loaded by Contact Harald on new iPads, it is a requirement that new iPads including the iPad setup, are added for use of the Product;
- (g) **“Software”** has the meaning – The Card uses Contact Harald software for the purpose of the Cards contact tracing with other Cards acquired and activated by the Customer for Users for the Permitted Use only. The Software is incidental to the use of the Card;
- (h) **“Software Licence Term”** has the meaning – For a period of 6 months commencing on the date of Card Activation, except for Starter Kit Cards which have a period of 15 business days commencing on the date of Card Activation; and
- (i) **“Starter Kit”** has the meaning – the initial charge for Platform setup including, Onboarding setup, Software Licence royalty-free, 1 x iPad, iPad setup, Services, Training, Support and 10 x Product.

1. OPERATION OF TERMS

- 1.2 These Standard Terms & Conditions apply to all Contracts of Sale, EULAs and SAAS Terms, so that when payment is made pursuant to the Contract of Sale by the Customer these Standard Terms & Conditions, the EULA and the SAAS Terms bind the Customer and will make up “the Agreement” (which constitutes the entire agreement and supersedes all previous agreements and understandings relating to our supply of the Product and Software to you). You agree that you have not relied on any statement, representation, assurance or warranty that is not explicitly set out in the terms of the Agreement. To the extent permissible by law all implied warranties and conditions imposed upon us are expressly excluded from this Agreement.
- 1.3 The Customer agrees that it must procure that, and is liable for, all Users being given a copy of, being bound to and strictly complying with the EULA and the SAAS Terms which may be updated from time to time.

2. BINDING ORDERS

- 2.1 We will supply and deliver the Product that you have ordered. No Contract of Sale may be reduced or cancelled, or Product returned without consultation and first receiving our approval.
- 2.2 We do not accept returns for any reason other than where the Product or Software is materially defective at our fault. We do not refund on the basis that you have found a cheaper price, stock or equipment elsewhere, or that you have misused or damaged the Product or Software. If you wish to return Product or Software on the basis of a material defect at our fault you must do so within 30 days of first use. Where Product or Software is materially defective at our fault and you have not contributed to the defect (including through misuse or damage), we will provide a refund or replacement at our cost (at our option). However if the fault is directly or indirectly as a result of the Customer or User not adhering to our user manual, the EULA, misuse of or damage to the Product, we are not liable to refund or replace the Product or Software.

3. PRICE AND PAYMENT

- 3.1 The prices for all Product are set out in the Contract of Sale. Unless otherwise stated, all prices, fees and costs are in the currency stated in the Contract of sale and exclude taxes, duties and excises.
- 3.2 If payment of any money you owe us is overdue, it incurs interest daily at the Default Interest Rate of 4% above the rate in the Penalty Interest Rates Act 1983 (Vic) per annum.
- 3.3 You are liable for the amount set out in the Contract of Sale unless we otherwise agree in writing (signed by a director of VT42 Pty Ltd trading as Contact Harald) to a longer payment term which can be no greater than 30 days from the date of Contract of Sale.
- 3.4 Payment must be made in accordance with these Price Payment Terms being:

- a) 50% of Total Product Payable (Deposit): Payable on issue to Customer of Contract of Sale/Invoice for that amount (invoice to be issued following Contact Harald acceptance of the Proposal/Customer Purchase Order); and
- b) 50% of Total Product Payable (Balance) for that number of Product units, the subject of the Contract of Sale, which is ready for delivery, plus any other costs, including Platform Fee, Platform Renewal Fee, Additional iPads and setup, Starter Kit, which may have been incurred as described in these Standard Terms & Conditions: Payable on issue to Customer of Contract of Sale/Invoice for that amount prior to delivery.

by way of electronic funds transfer to our bank account as set out in the Contract of Sale and be net of any transfer fees.

- 3.5 All prices, fees and charges for Product exclude tax, duties, and excises levied by government (including value added taxes, state and withholding taxes) which are to be paid by you. Where a withholding tax is applied, the price will be grossed up so that we receive the full amount of the price listed on the Contract of Sale as if the withholding tax was not applied.

- 3.6 If we pay any extra costs including but not limited to increases in third party component costs, any delivery costs such as premium air or road freight charges to deliver Product to you, these costs will (at our option) be invoiced and charged to you as a debt immediately due and payable.

- 3.7 If you have not made payment on time we may immediately:

- (a) (if payment remains outstanding) cancel a Contract of Sale or the delivery of Product or Software; and/or
- (b) (if payment remains outstanding) terminate any or all Software Licence (and the relevant Software Licence Term will end), without refund to you.

4. DELIVERY

- 4.1 Regardless of where we source our components and inventory from, unless otherwise specified in the Contract of Sale, all deliveries of Product where the Pick-up Address stated in the Contract of Sale and the Customer Destination stated in the Contract of Sale are within the same country, are Delivery At Place (DAP Incoterms 2020) from the Pick-up Address stated in the Contract of Sale to the Customer Destination stated in the Contract of Sale. You are responsible for costs in accordance with DAP.

- 4.2 Regardless of where we source our components and inventory from, unless otherwise specified in the Contract of Sale, all deliveries of Product where the Pick-up address stated in the Contract of Sale and the Customer Destination stated in the Contract of Sale are of different countries, are Ex Works (EXW Incoterms 2020) from the Pick-up Address stated in the Contract of Sale to the Customer Destination stated in the Contract of Sale. You are responsible for costs in accordance with EXW.

- 4.3 We reserve the right to pass on the costs of any delivery, that we have paid on your behalf, including delivery costs, duties/taxes etc where the Customer is liable for the said charges. Any costs incurred will be included in the Customer’s invoice.

- 4.4 Any delivery date specified for delivery of the Product is an approximate date only; we are not liable for any delay, provided reasonable efforts are used to deliver the Product within a reasonable period of time.

- 4.5 Where we use third parties to deliver the Product their terms of delivery will apply (including delivery from our suppliers to us).

- 4.6 We (and our suppliers) are subject to government regulations and our Products use components and parts which are subject to shortages and delays. Where we are unable to fulfil the requirements of the Product ordered, in these circumstances, we reserve the right to deliver partial quantities of the Product and refund the remainder. Where the Customer notifies us that it no longer wishes to proceed with the order due to unavailability, we will refund the Customer for the Products ordered and paid for, in full. Where we have missed a delivery date by more than 30 days for a reason that is solely our fault, we will provide a refund for the late Product only.

- 4.7 We reserve the right to pass on the costs of delivery on a basis other than our usual terms (eg: express delivery, premium delivery, special freight, etc). Delivery costs are calculated and included in the Customer’s balance of payment invoice.

5. RISK AND TITLE

- 5.1 Risk in the Product passes on delivery according to Incoterm “CPT”. Until the full purchase price of the Product and all other sums due by you to us upon any account whatsoever have been paid in full:

- (a) the Product remains our property notwithstanding the delivery of the Product and the passing of risk to you;
- (b) we may at any time enter your or another premises to recover the Product if they are in your possession and re-sell the Product if any payment owed by you on any account is overdue;
- (c) you will possess all Product on a fiduciary basis only and must not encumber or permit any encumbrance over them.

6. USE

- 6.1 You must ensure that each person and individual who uses the Product does so strictly for the Permitted Use in accordance with the applicable User Manual/s, any instructions we provide and the instructions of third party manufacturers and suppliers relevant to the Product.

- 6.2 The Product and Software are not for resale.

- 6.3 Our Product uses Software and Bluetooth Low Energy technology designed to work with other third party IT systems – such technology will access the operating system of the IT environment and devices of the Customers and Users. As such, these

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technologies require access to your systems and may interfere with other software, products, devices and applications that you, your Users use or others may use (whether or not they use Bluetooth) (together the "Customer IT Environment") including that it may require fewer connected devices in order for our Software to connect. It is your own obligation and responsibility to continually test, monitor and review the Customer IT Environment to ensure that the Software and your other devices, electrical goods, software and applications operate as intended.

6.4 You are responsible and liable for the safe and lawful disposal of Product (including Product that you distribute to Users).

6.5 USE OF ANY OF OUR PRODUCTS AND/OR SOFTWARE DOES NOT GIVE ANY INDICATION THAT USERS ARE SAFE OR IN DANGER, NOR DOES IT NECESSARILY RECORD EACH INTERACTION USERS HAVE WITH ANY PERSON, FAUNA, FLORA OR PLACE THAT THEY ARE NEAR OR IN CONTACT WITH. USE OF OUR PRODUCTS AND/OR SOFTWARE DOES NOT MEAN THAT USERS ARE PROTECTED FROM ANY HARM, INJURY, VIRUS OR DISEASE, NOR DOES IT MEAN THAT YOU ARE NOT RESPONSIBLE FOR YOUR OWN HEALTH AND SAFETY PROTOCOLS AND/OR THEY ARE NOT RESPONSIBLE FOR THEIR OWN HEALTH AND SAFETY (INCLUDING THAT THEY WILL NOT CONTRACT COVID-19).

6.6 Our digital contact tracing system is an aid to traditional contact tracing. Due to limitations with radio signals, some false positives or false negatives may occur. The use of our Product and Software is not a substitute for proper health and safety procedures.

7. CUSTOMER RESPONSIBILITIES

7.1 The Customer will be responsible for distribution of the Product and downloading and installing the Software (unless otherwise agreed in writing with us) and will keep the Product and Software in the environmental conditions recommended by us (including that its operating systems meet our requirements).

7.2 The Customer will ensure that the Product and Software are only used by properly trained Users in accordance with our instructions (which may be updated from time to time).

7.3 The Customer will maintain adequate records of the use, maintenance and function of the Product and Software and will provide us with such information and assistance concerning such items, including its application, use, location and environment as we may reasonably require.

7.4 The Customer will immediately notify us if there is any failure of the Product or the Software and will allow us full and free access to such items and all documentation, software, materials and services (including its environment). The Customer will ensure that relevant trained, qualified and experienced staff are available when required by us to provide us with information required to diagnose and/or repair issues.

7.5 It is the Customer's sole responsibility to maintain a stock of replacement Product (eg. Replacement Cards).

7.6 The Customer undertakes to put and keep in place adequate security measures and up-to-date firewalls to protect the Product and Software from any viruses, harmful code or unauthorised access. We shall not be responsible for, and you covenant that you will not undertake, any unauthorised access to the Product or Software by means of reverse engineering, copying, hacking, jailbreaking or any unauthorised access with intent to commit or facilitate the commission of any excessive use, offence or any unauthorised modification or infringement of the intellectual property of the Product or Software by the Customer, any User, any personnel of the Customer or by a third party.

7.7 The Customer is responsible for ensuring that their login and password to the Software (and those of the Users) remain secure and confidential. The Customer should update their password regularly and 'remember me' type functions should not be used on publicly available or shared computers.

8. INTERNET/NETWORK REQUIREMENTS

8.1 Our Product and Software require a reliable and robust connection to the internet / local network to take advantage of all of the online features and benefits. It is the Customer's responsibility to ensure that it has an appropriate internet / local network connection in place prior to installation of the Software and to also ensure that the internet connection is maintained correctly and includes an up-to-date firewall in accordance with our latest set of system requirements.

8.2 Larger locations / installations will need higher internet speeds as appropriate to the size of installation and business. This speed requirement does not include any additional internet usage required over and above the Software such as staff or guest networks or other business requirements. Internet speeds and consistencies can be checked by using internet speed test websites or by contacting the applicable internet service provider.

8.3 The Customer is solely responsible and liable for the setup, configuration and management of the local network and/or wifi infrastructure for the Product and Software (as well as the implementation and use of the Product and Software).

8.4 Our representatives may provide advice and an indication of the suitability of the Customer's internet / local network connection, it remains the Customer's sole responsibility to ensure it has a suitable internet / local network connection both before and after the date of the Contract of Sale. We are not responsible for any slow responses to the Customer's own systems.

9. SOFTWARE LICENCE

9.1 The royalty-free Software Licence and the Software Licence Term are tied to the useful life of our Cards which each have a 6 month battery life and will give the

Customer use of the Card and Software (including the Application) for the Software Licence Term only. After a period of approximately 5.5 months from the date of Card activation, the Card will flash, signalling that the Card is nearing the term of use and Software Licence Term. A replacement Product purchase is also subject to the licence terms set out in clause 9.5 below.

9.2 The life of the Card which has a 6 month battery life and the Software Licence Term for all Software (including Software embedded in Products and the Application) supplied under these Standard Terms & Conditions is as stated in the Software Licence Terms.

9.3 At the end of the Software Licence Term your use of the relevant Product and the Software Licence will expire (including your access to the Application)

9.4 The use of the Software in the Product, the Application, the Cards and any hardware we supply may only be used for the Permitted Use and is subject to these Standard Terms & Conditions, the EULA and SAAS Terms.

9.5 Where the Customer has lost or damaged a Product, a replacement Product will trigger a new Product fee and purchase. Where a Product doesn't operate as intended by Contact Harald, a replacement Product will be issued at no cost.

10. TERMINATION AND SUSPENSION

10.1 We may terminate or suspend a Contract of Sale on 24 hours prior written notice. Where we terminate a Contract of Sale, we shall refund all amounts paid by you however, where we can show that any act or omission by you has contributed to the termination of the Contract of Sale, we may retain amounts for actual loss and expenses that we incur (including third party costs and expenses whether paid or unpaid).

10.2 We may terminate or immediately suspend the Agreement, part of it, or the access or use of the Product, the Application or any Software for the Customer, any User or group of Users if the Customer, a User or group of Users breaches a provision of this Agreement (made up of its component parts as set out in clause 1 of these Standard Terms & Conditions). Where we suspend, we may suspend for as long as reasonably necessary and without refund or credit. Where we terminate, we will give 7 days written notice and, if the breach can be remedied we will give the Customer the opportunity to remedy the breach within the notice period (such matters at our reasonable discretion). Termination in such instances will be without refund or credit.

10.3 We shall not be liable for any loss or damage to you whether direct or indirect as a result of suspension or termination of a Contract of Sale. No compensation shall be paid to you to cover any loss or damage, actual or anticipated profits or any consequential, special, contingent or other damages.

11. PRODUCT WARRANTY

11.1 Except as expressly stated in these Standard Terms & Conditions and except where the law does not permit a warranty to be excluded or requires that a warranty is implied on mandatory basis, all Product and Software are supplied "as is" and we do not give any representation, warranties or undertakings in relation to the Product or Software. Any representation, condition or warranty which might be implied or incorporated into these Standard Terms & Conditions by statute, common law or otherwise is excluded to the fullest extent permitted by law. All warranties and conditions that are capable of exclusion (other than those expressly contained in this document) are expressly excluded.

11.2 You acknowledge that the Product may be sourced from third-party manufacturers and/or suppliers, and you agree to comply with the terms and conditions of each third party manufacturer/supplier.

11.3 Where the law requires a warranty to be implied into these Standard Terms & Conditions and we are in breach of such warranty, then your sole remedy (at our discretion) is:

- (a) we may resupply the affected good or service again (at our cost);
- (b) we may pay a third party to supply the affected good or service again.

12. LIABILITY AND INDEMNITY

12.1 This clause sets out our liability under these Standard Terms & Conditions (which applies to, the Agreement including the EULA and SAAS Terms). All warranties, conditions and other terms implied by statute or common law are excluded from these Standard Terms & Conditions to the fullest extent permitted by law.

12.2 Due to the nature of the Product and the Software, the actual use of these items by the Customer and that third parties will rely on the Customer's use of such items, the Customer is responsible and liable for the use, acts and omissions in respect of the Product and Software, and its implementation of such items for the benefit of its Users and other individuals.

12.3 Except to the extent that clause 12.4 applies, the Customer shall be liable for and indemnify and keep indemnified us and our directors, officers, agents, employees and contractors (the Indemnified) against all actual, direct, indirect or alleged claims, damages, demands, losses, costs, liabilities, suits, actions, expenses or proceedings of whatsoever nature whether arising under any statute or at common law arising out of or in connection with:

- (a) your use of the Product and the Software;
- (b) any claim (including any third party claim) in respect of the use of the Product or the Software (including for injury to person (which shall include illness) or death of any person (including the Indemnified)).

12.4 The indemnity in favour of Contact Harald and the Indemnified in clause 12.3 does not apply to the extent that a third party makes a claim for the infringement of its intellectual property rights by us.

12.5 To the extent permissible by law you release us and the Indemnified from and against any claims, suits, demands, actions now or at any time in the future by anybody

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- relating directly or indirectly to the relevant Contract of Sale, these Standard Terms & Conditions, the EULA, the SAAS Terms, the Agreement, or the supply of Product, Software or any other good or service by us or your use of those items.
- 12.6 To the maximum extent permitted at law, our liability is limited as follows:
- (a) in respect of a supply of a good or service under the Standard Terms & Conditions:
- (i) at our discretion we may resupply the affected good or service again (or we may elect to pay a third party to supply the affected good or service again);
- (ii) our liability is capped to the amount that the Customer actually paid for the affected good or service;
- (b) in respect of the EULA, our liability to the Customer and or any User is capped at AU \$1 per Card purchased by the Customer under the Contract of Sale associated with this EULA;
- (c) in respect of the SAAS Terms, our liability to the Customer and or any User is capped at AU \$1 per Card purchased by the Customer under the Contract of Sale associated with these SAAS Terms;
- (d) IN ANY EVENT, OUR TOTAL LIABILITY UNDER THE AGREEMENT (MADE UP OF ITS PARTS) UNDER ANY THEORY OF LIABILITY, WHETHER BY STATUTE, IN AN EQUITABLE, LEGAL, OR COMMON LAW ACTION, WHETHER FOR CONTRACT, STRICT LIABILITY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), FOR LEGAL FEES AND/OR COSTS, OR OTHERWISE, FOR DAMAGES WHICH, IN THE AGGREGATE, WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER UNDER THE AGREEMENT FOR THE GOODS AND SERVICES WHICH GAVE RISE TO SUCH DAMAGES;
- (e) IN NO EVENT WILL WE BE LIABLE TO THE CUSTOMER IN RESPECT OF PRODUCT OR SOFTWARE THAT HAS NOT BEEN PAID FOR;
- (f) IN NO EVENT WILL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING DAMAGES WHICH DO NOT NATURALLY ARISE) AND HOWEVER CAUSED INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OR CORRUPTION OF DATA OR INFORMATION, BUSINESS INTERRUPTION OR LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITIES, GOODWILL OR DAMAGE TO THE HEALTH OR SAFETY OF ANY PERSON OR INDIVIDUAL; AND
- (g) THESE LIMITATIONS APPLY EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.
- 14.6 An amendment to these Standard Terms & Conditions or a waiver only binds us to the extent that it is in writing and signed by a director of VT42 Pty Ltd trading as Contact Harald ABN 77 373 551 818. Failure to exercise or any delay in exercising any right, power or remedy does not operate as a waiver. Amendments are effective from the date of posting to our website. However waivers are effective for the Customer only from the date of our written waiver to the Customer.
- 14.7 These Standard Terms & Conditions shall prevail over all terms and conditions in any purchase order or other document of the Customer concerning the Products to the extent of any inconsistency.
- 14.8 If any provision of these Standard Terms & Conditions is or becomes invalid, illegal or unenforceable, in whole or in part, then the provision will apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the parties.
- 14.9 To the extent that it is not possible to delete or modify the provision, in whole or in part, under clause 14.8, then such provision or part of it will, to the extent that it is illegal, invalid or unenforceable, be deemed to not form part of this document.
- 14.10 The Customer may not assign any part of these Standard Terms & Conditions, the Agreement or otherwise transfer any licence whether by operation of law, change of control, or in any other manner, without our prior written consent. Any purported assignment of such in violation of this clause will be deemed void. We may assign, in whole or in part, our rights, interests, and obligations without limitation.
- 14.11 Unless the context otherwise requires, words importing the singular shall include the plural and vice versa. Headings are for convenience only and must be ignored in construing this document. References to any person include references to any individual, company, body corporate, association, partnership, firm, joint venture, trust and government. References to any party include references to its respective successors and permitted assigns. The word "include" in any form is not a word of limitation.
- ### 13. CONFIDENTIALITY
- 13.1 A party (**Receiving Party**) will keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed (either orally, in writing or by demonstration) to the Receiving Party by the other party (**Disclosing Party**) or its employees, agents or sub-contractors and any other confidential information concerning the Disclosing Party's business, its products and services which the Receiving Party may obtain (**Confidential Information**).
- 13.2 In relation to any Confidential Information received from the Disclosing Party or from a third party on behalf of the Disclosing Party, the Disclosing Party and the Receiving Party agree:
- (a) to treat the Confidential Information in confidence and to use it only for the purpose of discharging the Receiving Party's obligations under these Standard Terms & Conditions;
- (b) not to disclose the Confidential Information to any third party without the express written permission of the Disclosing Party.
- 13.3 The Receiving Party may disclose any Confidential Information which:
- (a) is in or comes into the public domain in any way without breach of these Standard Terms & Conditions by the Receiving Party or any person or entity to whom it makes disclosure;
- (b) is disclosed by the Receiving Party with the prior written approval of the Disclosing Party; or
- (c) is required by law to be released (e.g. by a court order), provided that, when permitted by the applicable law, the Disclosing Party is given as much prior written notice as possible of such request.
- ### 14. MISCELLANEOUS
- 14.1 No amount owing by you to us may be set off against any liability by us to you (in each case whether present, future, actual, contingent or prospective).
- 14.2 A consent, approval, commitment, waiver or similar to be given by us only binds us if given by way of a written document signed by a director of VT42 Pty Ltd trading as Contact Harald ABN 77 373 551 818.
- 14.3 All terms and conditions in respect of liability, indemnities, confidentiality, product warranties and disclaimers, the use of Software and any intellectual property rights shall survive termination of these Standard Terms & Conditions (however arising).
- 14.4 The law of Victoria, Australia is the proper law of these Standard Terms & Conditions and the Agreement and the parties submit to the exclusive jurisdiction of the Courts of Victoria, Australia. The parties agree that the *Goods Act 1958* (Vic) and the *United Nations Convention on Contracts for the International Sale of Goods (CISG)* do not apply to these Standard Terms & Conditions. English is the language of the Agreement and any dispute.
- 14.5 If either party is unable wholly or in part, by reason of a Force Majeure Event to carry out any obligation under the Contract of Sale, it shall promptly give notice to the other party specifying the Force Majeure Event and the likely duration of its inability to perform and that obligation shall be suspended so long as the Force Majeure Event continues. This does not apply to the obligation to make a payment. (**Force Majeure Event** means any matter outside the control of a party, or industrial action or

