INTRODUCTION

A. This Agreement (the "Agreement") constitutes a binding legal agreement between you (the "Licensee") and FAMILY TYPE PTY LTD (ABN 16 646 413 890) (the "Licensor") and establishes the terms and conditions by which the Licensee is permitted to install and access the Font Software (as defined below).

B. By downloading, installing and/or using the Font Software the Licensee confirms that it has read, understood and agrees to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, then do not download, install and/or use the Font Software.

C. To enter into this Agreement, you must be (i) eighteen (18) years of age or older, and (ii) be able to form binding contracts under the laws applicable to you. By completing your purchase and downloading, installing and using the Font Software, you are representing and warranting that both (i) and (ii) above are correct.

1. INTERPRETATION

1.1. The following definitions and rules of interpretation in this Clause apply in this Agreement:

Affiliate: includes, in relation to either Party, each and any subsidiary or holding company of that Party, each and any subsidiary of a holding company of that Party and each entity that is under common control with that Party;

App: means an application that can be installed on any mobile operating system;

Applicable Law: means any law, statute, enactment, ordinance, order, regulation, guidance or other similar instrument in any jurisdiction, as may be adapted, modified or amended from time to time (and "Applicable Laws") shall be construed accordingly;

Add-On Licence: means a licence granted in addition to either a Brand Licence or a Legacy Licence permitting additional uses of the Font Software including, without limitation, App Licences, Broadcast Licences, OEM Licences and Hardware Licences;

Authorised App: means an App that displays the Font Software, as specified in the Order Documents;

Authorised Computer: means:

(a) the Computers of the Licensee specified in the Order Documents; and

(b) one (1) additional home or portable Computer, provided that the Font Software is only used by one (1) user and never on both Computers simultaneously.

Authorised Social Media Account: means a social media account specified in the Order Documents and controlled by the Licensee;

Authorised Website: means a set of pages displaying the Webfont under the top-level domain(s) (URL) specified in the Order Documents and controlled by the Licensee;

Broadcast: means display in cinemas, in motion pictures, in streaming video or on television;

Brand Licence: means a licence granted by the Licensor permitting the Licensee to use the Font Software across the Licensee's branded communications in accordance with Clause 3.2 and as specified in the Order Documents;

Brand Licence Term: means the duration of the Brand Licence specified in the Order Documents, which may be either perpetual or annual;

Business Day: means a day other than a Saturday, Sunday or public holiday when banks in the State of New South Wales are open for business;

Computer: means any machine or device (and in the case of machines or devices which allow simultaneous use by multiple individuals, each individual user account on any such device) capable of using the Font Software;

Confidential Information: means all and any information, whether written, oral, in electronic format or otherwise, in relation to a Party and concerning the existence of this Agreement or the discussions between the Parties, including (without limitation):

(a) the Font Software;

(b) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such Party, its Affiliates, subsidiaries and affiliated companies;

(c) plans for products or services, and customer or supplier lists;

(d) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;

(e) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and

(f) any other information that should reasonably be regarded as confidential information or commercially sensitive, which is made available by the Disclosing Party to the Receiving Party in connection with this Agreement, whether before or after the Effective Date;

Continents: One of the principle land masses of the earth, regarded as Africa, Asia, Australia, Europe, North America, South America and Antartica;

Control: means the capacity of an entity to determine the outcome of decisions about the second entity's financial and operating policies;

Disclosing Party: has the meaning given in Clause 14.1;

Dispute: has the meaning given in Clause 21.1;

Dispute Notice: has the meaning given in Clause 21.1;

Documentation: means any operating manuals, technical literature, instructions in the use of the Font Software and all other related materials relating to the Font Software in human- readable and/or machine-readable form supplied by the Licensor;

Effective Date: means the earlier of (i) the date on which the Licensee first downloads, installs and/or uses the Font Software, or (ii) the date specified in the Order Documents;

Export Control Laws: has the meaning given in Clause 9.1;

Fees: means the fees for the licence of the Font Software as set out in the Order Documents or on the Licensor's website (as may be amended from time to time);

Font Software: means the Licensor's software product(s) and related data licensed pursuant to this Agreement, as set out in the Order Documents, including any Open-Source Software contained therein, which, when used on a Computer, generate(s) the Typefaces. Software includes, but is not limited to, all bitmap representations of the Typeface designs;

Intellectual Property Rights: means the patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer products, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world;

Licence Term: means the duration of the license for the Font Software from the Effective Date until the date (if any) specified in the Order Documents;

Maintenance Release: means a software release that corrects faults, fixes bugs, adds functionality or otherwise amends or upgrades the Font Software, but which does not constitute a New Version;

Maximum Volume: means the maximum number of licenced Users who may use and access the Font Software, or maximum number of Continents for Broadcase, as set out in the Order Documents;

New Version: means any new version of the Software which from time to time is publicly marketed by the Licensor and made available in the course of its normal business, being a version which contains such significant differences from the previous versions as to be generally accepted in the marketplace as constituting a new product;

FAMILY TYPE Property: means, collectively, the Font Software, the Typefaces and all of the Licensor's fonts, designs, software, trademarks, copyrights, or other intellectual property, and all other related items of the Licensor's intellectual property made available to you pursuant to this Agreement;

Hardware: means a physical device, product, display system or embedded system incorporating the Font Software;

Legacy Licence: means any licence type granted under the previous licensing structure including Desktop, Webfont, App, Social and Broadcast licences;

OEM: means the embedding or distribution of the Font Software in software, hardware, platforms or products distributed to third parties;

Open-Source Software: means computer software, where the source code of such software is made available to the general public under open source licences, allowing users to create user-generated software content through either incremental individual effort,

or collaboration, and permits any user to create modifications and derived works from such software, and redistribute such software;

Order Documents: means the document(s) created by the Licensor when the Licensee enters into this Agreement, or adds additional products and services offered by the Licensor under the same terms, which feature the Licensee's contact and payment information, products and services ordered, applicable fees, and any other relevant information. Order Documents may include invoices, receipts, statements and other documents, as applicable;

Organisation: means the Licensee and any of its Affiliates operating under a common corporate identity, brand or control;

Parties: means the Licensor and the Licensee (and each is a "Party");

Personnel: means all employees, officers, contractors, consultants, agency staff and other individuals employed or engaged by or on behalf of a Party;

Privacy Law: means:

(a) the Privacy Act 1988 (Cth);

(b) any legislation (to the extent that such legislation applies to either party) from time to time in force in any Australian jurisdiction (which includes the Commonwealth of Australia and any State or Territory of Australia) affecting privacy or the collection, handling, storage, processing, use or disclosure of data; and;

(c) any ancillary rules, guidelines, orders, directions, directives, codes of conduct or other instruments made or issued pursuant to that legislation, as amended from time to time;

Receiving Party: has the meaning given in Clause 14.1; Reply: has the meaning given in Clause 21.1;

Representation: has the meaning given in Clause 22.2;

Term: has the meaning given in Clause 2;

Third Party: has the meaning given in Clause 14.3;

Typefaces: means the typefaces or other designs developed and owned by the Licensor, that are rendered by the Font Software;

Users: means:

(a) Desktop: the Licensee's Personnel who use the Font Software on an Authorised Computer;

(b) Webfont: the unique visitors, including both new and returning users and both desktop and mobile devices, to the Authorised Website, as recorded by a recognised analytics tool such as Google Analytics;

(c) App: the active devices that have used the Authorised App, across multiple platforms, as recorded by a recognised analytics tool such as iTunes Connect or Google Play Developer Console; and

(d) Trial: the Licensee's Personnel who use the trial version(s) of the Font Software on an Authorised Computer;

VAT: means value added tax; and

Webfont: means the installation of the Font Software on a server via the CSS @font-face declaration for the rendering of live text on an Authorised Website.

1.2. Holding company and subsidiary mean a "subsidiary" of another company, its "holding company", if that other company:

(a) holds a majority of the voting rights in it, or;

(b) is a member of it and has the right to appoint or remove a majority of its board of directors, or;

(c) is a member of it and controls alone, pursuant to an agreement with other members, a majority of the voting rights in it;

or if it is a subsidiary of a company that is itself a subsidiary of that other company;

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

1.4. Unless the context otherwise requires:

(a) words in the singular shall include the plural and in the plural shall include the singular;

(b) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time; and

(c) any words following the terms including or include or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

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

1.6. References to Clauses and Schedules are to the Clauses and Schedules of this Agreement.

2. TERM

The Agreement will commence on the Effective Date and, subject to earlier termination in accordance with this Agreement or otherwise, will continue thereafter until either:

(a) each Licence Term has expired; or

(b) this Agreement is terminated in writing by the Licensee in accordance with Clause 17,

(the "Term").

3. LICENCE

3.1 Licence Grant

Subject to and conditional upon the Licensee's compliance with the terms and conditions of this Agreement and payment of the applicable Fees, the Licensor grants to the Licensee a non-exclusive, worldwide, non-transferable, non-sublicensable licence to use the Font Software in accordance with the licence type specified in the Order Documents.

Licences granted under this Agreement may consist of:

(a) a Brand Licence;

(b) one or more Legacy Licences; and/or

(c) one or more Add-On Licences.

The scope of the licence granted to the Licensee shall be determined by the Order Documents.

3.2 Brand Licence

Where the Order Documents specify a Brand Licence, the Licensee may use the Font Software for the Licensee's branded communications.

Permitted uses include the creation and production of:

(a) brand identity materials;

(b) logos and logotypes;

(c) printed materials including packaging, advertising and publications;

(d) websites and digital marketing materials;

(e) social media content;

(f) digital advertising;

(g) internal communications and documents;

(h) video and motion graphics content not distributed as Broadcast.

A Brand Licence applies to the Licensee's Organisation and may be used by the Licensee's Personnel and contractors working on behalf of the Licensee.

Any such contractor, consultant, agency or other third party may use the Font Software only for work undertaken for the Licensee and not for that third party's own business, internal purposes, other clients or any unrelated project.

Brand Licences are priced based on the Licensee's organisation size, reach or other criteria specified in the Order Documents.

3.3 Brand Licence Term

A Brand Licence may be granted on either a perpetual or annual basis.

Where the Brand Licence Term is perpetual, the Licensee may continue to use the Font Software indefinitely subject to the terms of this Agreement.

Where the Brand Licence Term is annual, the Licensee may use the Font Software only during the licence period specified in the

Order Documents. Continued use requires renewal of the licence.

Upon expiration of an annual Brand Licence that is not renewed, the Licensee must cease all use of the Font Software.

3.4 Brand Licence Restrictions

A Brand Licence does not permit the Licensee to:

(a) embed the Font Software in software applications distributed to third parties;

(b) embed the Font Software in hardware devices;

(c) distribute the Font Software as part of a software platform or product;

(d) use the Font Software in broadcast media distributed via television, cinema or streaming services;

unless the relevant Add-On Licence has been obtained.

3.5 Brand Licence Add-Ons

The following additional licences may be granted where specified in the Order Documents.

App Licence

An App Licence permits the embedding of the Font Software in an Authorised App.

The Font Software may be embedded in mobile applications, desktop applications, software interfaces or digital products provided that the Font Software is secured in a manner that prevents extraction or reuse by end users.

The App Licence does not permit the creation of applications that enable users to create custom typesetting or export documents containing the Font Software.

Broadcast Licence

A Broadcast Licence permits the use of the Font Software in motion graphics or audiovisual content distributed via television; cinema; streaming platforms; or broadcast advertising.

OEM Licence

An OEM Licence permits the embedding or distribution of the Font Software in software platforms, operating systems, hardware products or other products distributed to third parties. The scope of an OEM Licence shall be defined in the Order Documents.

Hardware Licence

A Hardware Licence permits the embedding of the Font Software in electronic devices including, without limitation: digital signage systems; dashboards; kiosks; control panels; display systems; or other embedded hardware devices.

3.6 Legacy Licences

Where the Order Documents specify a Legacy Licence, the following licences apply.

Desktop Licence

The Licensee may install the Font Software on Authorised Computers so that the Licensee's Personnel may create static designs including printed materials, images and branding assets. The number of authorised users or computers is specified in the Order Documents.

Webfont Licence

The Licensee may install the Font Software on a server for the rendering of live text on an Authorised Website via CSS @font-face. Usage limits are determined by the number of unique visitors to the Authorised Website as specified in the Order Documents.

App Licence (Legacy)

The Licensee may embed the Font Software in an Authorised App. Usage limits are determined by the number of active devices using the App.

Social Licence

The Licensee may use the Font Software to create content for Authorised Social Media Accounts. Usage limits are determined by the total number of followers of the Authorised Social Media Accounts.

Broadcast Licence (Legacy)

The Licensee may use the Font Software to create motion graphics or audiovisual content distributed via cinema, television or streaming platforms.

For Legacy Licences, the licence is not transferable and may not be sub-licensed, shared or accessed by anyone other than the Licensee, acting through its Personnel. Any Affiliate of the Licensee, subsidiary company, servicing company, production company, contractor company, design agency or any other third party carrying out work on behalf of the Licensee must obtain a separate licence from the Licensor for the installation and/or use of the Font Software and any other FAMILY TYPE Property.

Note: This contractor/affiliate requirement applies to Legacy Licences only. A Brand Licence (Clause 3.2) expressly permits use by contractors working on behalf of the Licensee.

3.7 Prohibited Uses

Unless expressly permitted by this Agreement or specified in the Order Documents, the Licensee shall not:

(a) distribute the Font Software to third parties;

(b) embed the Font Software in software or hardware products;

(c) allow extraction of the Font Software;

(d) create derivative font software based on the Font Software; or

(e) sell products where the typographic designs themselves are the primary value of the product.

Additional licences may be required for such uses.

3.8 Trial Licence

The Licensee may install and use trial version(s) of the Font Software (supplied in .OTF format) to display the Typefaces, in whole or in part, for non-commercial trial purposes of the Licensee, provided that:

(a) the installation and use of the Font Software is limited to one (1) User and one (1) Computer and only for a period of 30 days from the Effective Date; and

(b) the trial licence does not permit any use of the Font Software for commercial purposes including, without limitation, logotypes or logo design, displaying, publishing or distributing any documents, products, bitmap or vector images containing Typeface designs, embedding the Font Software in documents, embedding the Font Software in an App, installing the Font Software on a server or the rendering of live text on a website, Broadcast, or using the typeface on a Social Media account.

Note: Trial Licence applies to both Brand and Legacy licensing paths; it is not specific to either.

4. PERMITTED USE

4.1. The maximum number of Users must not exceed the Maximum Volume.

4.2. During the Licence Term, the Licensee must provide the Licensor with an up-to-date and accurate list of the Users within three (3) Business Days of the Licensor's written request.

4.3. The Licensee is permitted to make one (1) backup copy of the Font Software for archival or recovery purposes provided that the Licensee retains exclusive custody and control of the copy.

4.4. The Licensee shall:

(a) comply with all of the Licensor's reasonable instructions in respect of the Licensee's access to and use of the Font Software;

(b) notify the Licensor as soon as it becomes aware of any unauthorised use of the Font Software;

(c) promptly install and use any Maintenance Release(s) provided by the Licensor to the Licensee;

(d) keep the login, password and other account details provided by the Licensor for access to the Font Software (if any) strictly confidential and not share such information with third parties. The Licensee shall be solely responsible, and liable, for keeping such login, password and other account details confidential, and shall not share them with any third party for any reason without the Licensor's prior written consent;

(e) ensure that all Licensee's Personnel who may access and use the Font Software on the Licensee's behalf enter into an agreement with the Licensee, the terms of which are equivalent to, and in any event no less onerous than, the terms of this Agreement prior to their access to and use of, the Font Software. In no event shall the Licensee provide the Licensee's Personnel with any greater or wider rights to use the Font Software than that to which they are entitled under this Agreement; and

(f) inform the Licensor promptly of any changes in Control of the Licensee.

4.5. The Licensee shall not, and shall procure that Licensee's Personnel do not:

(a) in whole or in part, copy, adapt, reverse engineer, decompile, disassemble, modify, adapt, make additions to, convert, reformat, rename or make error corrections to the Font Software or other FAMILY TYPE Property for any purpose (including, without limitation, any activity which has as its objective the disclosure or the source code of the Font Software or other FAMILY TYPE Property, or the determination of the performance characteristics or other behavioural characteristic of the Font Software),or permit or facilitate any third party to do any of the above, except as expressly permitted by this Agreement or by Applicable Law;

(b) use any proprietary information protected under this Agreement, or Confidential Information provided by the Licensor under this Agreement to create any software, products or services which compete with, or are substantially similar to that of, the Font Software, nor use such proprietary information or Confidential Information in any manner which would be restricted by any copyright or other Intellectual Property Rights subsisting in it;

(c) sell, offer for sale, resell, license, sub-licence, rent, loan, distribute or otherwise provide any third party or person with access to the Font Software other than as expressly permitted by this Agreement;

(d) alter, remove or obscure the Licensor's proprietary notices, including copyright, trademark, or other legal notices in the Font Software or any other FAMILY TYPE Property;

(e) create any customisation, variant, adaptation or derivative work of the Font Software or other FAMILY TYPE Property, or any font software, typeface design, or typography that incorporates or imitates the data, design, or design statistics of, or that is substantially similar to, the Font Software or other FAMILY TYPE Property; or

(f) continue to use any Font Software or any other FAMILY TYPE Property after termination of the Agreement.

5. FEES

5.1. In consideration of the licence granted under this Agreement, the Licensee agrees to pay the Licensor the Fees.

5.2. All sums payable under this Agreement shall be made in pounds sterling unless otherwise agreed by the Parties in writing.

5.3. All sums payable under this Agreement are exclusive of VAT or any relevant local sales taxes, for which the Licensee shall be responsible.

5.4. If the Licensee fails to make any payment due to the Licensor under this Agreement by the due date for payment, then, without limiting the Licensor's remedies under Clause 15, the Licensor shall be entitled to charge interest on the overdue amount at the rate of 5% per annum above the Reserve Bank of Australia's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Licensee shall pay the interest together with the overdue amount.

6. PAYMENT TERMS & INVOICING

6.1. The Licensor will invoice the Licensee in accordance with the Order Documents.

6.2. The Licensee will;

(a) settle all invoices issued by the Licensor within thirty (30) days of the date of the relevant invoice; and

(b) within five (5) Business Days of receipt of any invoice, inform the Licensor of any Fees that may be disputed.

6.3. The Licensee shall not be entitled by reason of any set-off, counterclaim, abatement, or other similar deduction to withhold payment of any amount due to the Licensor. In the event of a dispute over an invoice, the Licensee must set forth in writing to the Licensor the reason and details giving rise to the dispute. In such event, the Parties will use their good faith efforts to resolve such dispute as soon as possible and act in accordance with Clause 21.

7. PUBLICITY

7.1. Neither Party will make or permit to be made any announcement or disclosure relating to the substance or existence of this Agreement without the prior written consent of the other Party.

7.2. Neither Party shall make use of the other Party's name or any information acquired through its dealings with the other Party for publicity or marketing purposes without the prior written consent of the other Party.

7.3. Neither Party may, without the prior written consent of the other Party (which may be withheld at that Party's absolute discretion), use, or allow the use of, any trademarks, logos, devices, symbols or other similar items (whether registered or

otherwise) owned or used by, or licensed to, the other Party, or any other items misleadingly, confusingly or materially similar to the foregoing.

8. OWNERSHIP AND ATTRIBUTION

8.1. All Intellectual Property Rights belonging to the Licensor (including, without limitation, the Font Software, the Typefaces and all other FAMILY TYPE Property) shall remain vested in the Licensor and nothing in this Agreement will operate to assign or transfer the Intellectual Property Rights in the Licensor's products or services to the Licensee.

8.2. The Licensee shall not use any trademarks or trade names which are owned by the Licensee save with the prior written consent of the Licensor. The Licensee shall not co-join or create any composite mark in combination with the trademarks of the Licensor.

8.3. The Licensee acknowledges and agrees that by this Agreement it acquires only a limited licence to access and use the Font Software and the FAMILY TYPE Property on the terms set forth in this Agreement, and the Licensor and its licensors own and retain all legal and beneficial right, title, and interest in and to the Font Software and all other FAMILY TYPE Property and all Intellectual Property Rights embodied therein, anywhere in the world, and the Licensee acknowledges that it neither owns nor acquires any right in or to the Font Software or any other FAMILY TYPE Property other than the right to use it in accordance with the terms of this Agreement.

9. EXPORT

9.1. The Licensee shall not export, directly or indirectly, any technical data acquired from the Licensor under this Agreement (or any products, including software, incorporating any such data) in breach of any Applicable Law, including United States export laws and regulations (''Export Control Laws''), to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.

9.2. The Licensee undertakes:

(a) contractually to oblige any third party to whom it discloses or transfers any such data or products to make an undertaking to it in terms no less onerous than Clause 9.1 above; and

(b) if requested, to provide the Licensor with any reasonable assistance, at the reasonable cost of the Licensor, to enable it to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any Export Control Laws.

10. NON-SOLICITATION

The Licensee will not, during the Term, solicit or endeavour to entice away and consequently employ, any person who is employed or engaged by the Licensor in any services which are directly relevant to the Licensee's use of and access to, or the Licensor's provision of, the Font Software. This provision shall not prevent either Party from employing any of the other Party's Personnel who have made an unsolicited response to a general recruitment advertisement published by or on behalf of the first Party.

11. ASSIGNMENT & ASSUMPTION

11.1. The Agreement or any rights under the Agreement may not be assigned by the Licensee without the written approval of the Licensor.

11.2. The Licensee shall not subcontract or otherwise deal with its rights and obligations arising under or in connection with this Agreement without the Licensor's prior written consent.

11.3. The Licensor shall have the right to assign or novate any or all of its rights and obligations under this Agreement in whole or in part to any of its Affiliates or to the successor to the whole or a part of the Licensor's business. All references in this Agreement to the Licensor shall be construed as including any Affiliate or successor to which such rights or obligations (or both, as applicable) are assigned or novated.

12. LIMITS OF LIABILITY

12.1. Except as expressly stated in Clause 12.4, the Licensor shall not in any circumstances be liable to the Licensee for any losses which may be suffered by the Licensee (or any person claiming under or through the Licensee), whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:

(a) loss of profits;

(b) loss of anticipated savings; (c) loss of business opportunity;

(d) loss of goodwill;

(e) loss or corruption of data;

(f) loss of use,

(in each case whether direct or indirect); or

(g) special, indirect, incidental or consequential loss or damages, even if the Licensor was aware of the circumstances in which such special damages could arise.

12.2. The total liability of the Licensor, whether in contract, warranty, tort (including negligence), product liability, any other form of liability or otherwise and whether under or in connection with this Agreement or any collateral agreement, arising out of this Agreement (including the use of or inability to use the Font Software) shall in no circumstances exceed the combined total of Fees paid under the Agreement in the twelve (12) month period immediately prior to the claim.

12.3. Subject to Clause 12.1, the Licensee agrees that, in entering into this Agreement, either Licensee did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this Agreement or (if Licensee did rely on any representations, whether written or oral, not expressly set out in this Agreement) that Licensee shall have no remedy in respect of such representations and (in either case) the Licensor shall have no liability in any circumstances otherwise than in accordance with the express terms of this Agreement.

12.4. The exclusions in Clauses 12.1, 12.2 and 12.3 shall apply to the fullest extent permissible at law, but the Licensor does not exclude liability for:

(a) death or personal injury caused by the negligence of the Licensor, its officers, employees, contractors or agents;

(b) fraud or fraudulent misrepresentation;

(c) any other liability which may not be excluded by law.

13. LICENSOR'S WARRANTIES

13.1. Except as expressly stated in this Agreement, the Licensor makes no representations or warranties regarding the Font Software, any FAMILY TYPE Property or any other matter pertaining to this Agreement and all other conditions (whether they are oral, written, express or implied or arise in contract, tort, statute or otherwise) regarding the Font Software, any FAMILY TYPE Property or any other matter pertaining to the Agreement or any collateral contract (including, without limitation, any implied warranties of satisfactory quality, fitness for a particular purpose, use of reasonable skill and care, or non-infringement, or warranties otherwise implied by statute or from a course of dealing or usage of trade) are excluded to the maximum extent permitted by Applicable Law.

13.2. The Licensor does not warrant or guarantee that the Font Software or the FAMILY TYPE Property will meet all of the Licensee's requirements or the Licensee will always be able to access and use the Font Software or the FAMILY TYPE Property without disruptions, delays or communication-related defects.

13.3. The Font Software, the FAMILY TYPE Property and all information disclosed to the Licensee by the Licensor under this Agreement are provided in good faith but on an "as-is" basis and except as expressly set out in this Agreement, the Licensor does not give, and accepts no responsibility for, any warranty, whether express or implied, regarding the truth, accuracy, reasonableness, fitness for purpose or completeness of the Software, the FAMILY TYPE Property or such information.

13.4. Each of the Parties represents and warrants to the other Party that it has the power, capacity and authority to enter into the Agreement and has the full and exclusive rights to grant or otherwise permit the use of its trademarks, licences, products and services.

14. CONFIDENTIALITY

14.1. In consideration of the Parties making Confidential Information available to each other, each Party undertakes to the other Party to treat and keep all Confidential Information, which is supplied by either Party (the "Disclosing Party") to the other Party (the "Receiving Party") as secret and confidential.

14.2. All obligations accruing under this this Clause 14 shall survive expiry or termination (for whatever reason) of this Agreement for two (2) years after the date of expiry or termination of this Agreement.

14.3. The Receiving Party shall:

(a) not use the Confidential Information for any purpose other than those specified or anticipated under this Agreement;

(b) not directly or indirectly disclose Confidential Information in whole or in part to any person not being a Party or the Personnel of a Party ("Third Party") (or allow Confidential Information to be so disclosed);

(c) only disclose Confidential Information to such of its Personnel on a need to know basis for the purposes of performing the Parties' obligations under this Agreement;

(d) notify these obligations to any of its Personnel who receive any Confidential Information and procure that any such Personnel comply with the terms of this Agreement as if they were a party to it, and remain responsible for the actions of its Personnel in relation to any Confidential Information;

(e) ensure proper and secure storage of all Confidential Information and any copies thereof to a reasonable standard and to at least the same standard as the Receiving Party keeps its own Confidential Information;

(f) not make any copies or reproduce in any form any Confidential Information except for the purpose of disclosure or use as permitted in accordance with this Agreement, or reasonable backups (any such copies being subject to the provisions of this Agreement to the same extent as the original), unless with the express prior written consent of the Disclosing Party;

(g) keep a written record (to be supplied to the Disclosing Party upon request) of the Confidential Information received and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof; and

(h) within seven (7) days of a written request of the Disclosing Party:

(i) destroy or return to the Disclosing Party all documents and materials (and any copies) containing, reflecting, incorporating, or based on the Disclosing Party's Confidential Information;

(ii) erase all the Disclosing Party's Confidential Information from its computer systems or which is stored in electronic form (to the extent possible); and

(iii) certify in writing to the Disclosing Party that it has complied with the requirements of this Clause 14.3(h), provided that a Receiving Party may retain documents and materials containing, reflecting, incorporating, or based on the Disclosing Party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority and to the extent reasonable to permit the Receiving Party to keep evidence that it has performed its obligations

under this Agreement. The provisions of this Agreement shall continue to apply to any documents and materials retained by the Receiving Party.

14.4. The Receiving Party may:

(a) disclose the Confidential Information to professional advisers such as lawyers, accountants and insurers (subject to receiving from such professional advisers undertakings as to confidentiality in terms equivalent to those set out herein in relation to such Confidential Information) with a view to obtaining advice relating to or in connection with the Agreement; and

(b) disclose such Confidential Information as it may be required to disclose by law or regulation or upon order or demand of any governmental regulatory or judicial or arbitral body, provided that the Receiving Party shall (to the extent permitted by Applicable Law) notify the Disclosing Party of the information to be disclosed (and of the circumstances in which the disclosure is alleged to be required) as early as reasonably possible before such disclosure must be made and shall take all reasonable action to avoid and limit such disclosure.

14.5. The restrictions in Clauses 14.1, 14.2 and 14.3 shall not apply to information which is:

(a) in or enters the public domain otherwise than as a direct or indirect result of the Confidential Information being disclosed in breach of this Agreement; or

(b) lawfully known to the Receiving Party free of restriction (as can be demonstrated by the Receiving Party by its written records or other reasonable evidence) before the supply of the information from the other Party (the "Disclosure"); or

(c) discovered by the Receiving Party independently of the Disclosing Party and the Disclosure; or

(d) disclosed by a Third Party who was lawfully entitled to do so; or

(e) required to be disclosed by law or governmental regulation or upon order or demand of any regulatory or judicial or arbitral body.

14.6. The Disclosing Party warrants and represents to the Receiving Party that, so far as it is aware, it has the right to distribute the Confidential Information to the Receiving Party in the format it provides it.

14.7. Except in the case of fraudulent misrepresentation and subject to Clause 14.6 above, all Confidential Information is provided on an "as is" basis and the Disclosing Party accepts no responsibility for, nor makes any representation or warranty, express or implied, with respect to, the accuracy, reliability or completeness of any Confidential Information made available to the Receiving Party.

15. AUDIT

15.1. During the Term, the Licensor may require the Licensee to provide the addresses of all locations where the Font Software is installed.

15.2. The Licensee shall, during the Term and for a period of one (1) year following termination of this Agreement, permit the Licensor, upon reasonable notice, to inspect (and take copies of) such of the Licensee's books, accounts, records, analytics reports, information systems and other information as the Licensor (and/or any representative appointed by the Licensor) may reasonably request in order to verify the Licensee's usage of the Font Software and compliance with this Agreement. The Licensee may redact any commercially sensitive information from any documents, records or other information provided to the Licensor (or the Licensor's representative as the case may be) pursuant to this Clause 15.2 provided that such redaction does not impair the ability of the Licensor to verify the Licensee's usage of the Font Software. If such inspection should reveal a shortfall in the Fees paid by the Licensee in any period from those payable under this Agreement of greater than 2%, the Licensee shall immediately make up such shortfall by payment to the Licensee of the shortfall amount, and in such circumstance shall reimburse the Licensee in respect of any reasonable professional charges incurred.

16. DATA PROTECTION

16.1. The Licensee undertakes to the Licensor, that, in relation to its performance of this Agreement and/or as required for the proper and lawful operation of this Agreement, it will comply with Privacy Laws.

17. TERMINATION

17.1. Without affecting any other right or remedy available to it, the Licensor may terminate this Agreement with immediate effect by giving written notice to the Licensee if:

(a) the Licensee fails to make a payment of any sums under this Agreement in full within five (5) days of such payment falling due;

(b) the Licensee breaches any of its obligations under Clause 14;

(c) the Licensee decompiles, disassembles, or reverse engineers any of the Font Software, or carries out any act otherwise restricted by copyright or the Intellectual Property Rights in the Font Software without prior written authorisation by the Licensor;

(d) there is a change of Control in the Licensee;

(e) the Licensee commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of fifteen (15) days after being notified in writing to do so;

(f) the Licensee suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts;

(g) the Licensee commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of the Licensee with one or more other companies or the solvent reconstruction of the Licensee;

(h) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Licensee other than for the sole purpose of a scheme for a solvent amalgamation of the Licensee with one or more other companies or the solvent reconstruction of the Licensee;

(i) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Licensee;

(j) the holder of a qualifying floating charge over the assets of the Licensee has become entitled to appoint or has appointed an administrative receiver;

(k) a person becomes entitled to appoint a receiver over the assets of the Licensee or a receiver is appointed over the assets of the Licensee;

(l) a creditor or encumbrancer of the Licensee attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Licensee's assets and such attachment or process is not discharged within fourteen (14) days;

(m) any event occurs, or proceeding is taken, with respect to the Licensee in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 17.1(f) to Clause 17.1(l) (inclusive); or

(n) the Licensee suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

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

17.3. On termination of this Agreement for any reason:

(a) all rights granted to the Licensee shall cease;

(b) the Licensee shall cease all activities authorised by the licence granted under Clause 3.1 of this Agreement;

(c) the Licensee shall immediately destroy or return to the Licensor (at the Licensor's option) all Confidential Information then in its possession, custody or control and, in the case of destruction, certify to the Licensor that it has done so; and

(d) the Licensee shall immediately pay to the Licensor any sums due to the Licensor under this Agreement.

17.4. In the event that the Licensor terminates this Agreement pursuant to Clause 17.1 above, the Licensee shall not be entitled to be refunded any portion of the Fees.

17.5. Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.

18. WAIVER

No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19. REMEDIES

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

20. INDEMNITY

The Licensee, at its expense, shall indemnify and hold harmless the Licensor and its subsidiaries, affiliates, and its and their officers, directors, agents or other partners, and employees against all losses, damages, claims, expenses (including legal fees) arising out of or resulting from (a) any use of the Software by the Licensee (unless and only to the extent the loss is attributable to a breach by Licensor of any obligation under this Agreement), (b) any breach by the Licensee of this Agreement, or (c) any actions by the Licensee's Personnel that would constitute a breach of this Agreement if that Licensee's Personnel were a party to this Agreement and its obligations were substantially the same as the Licensee's obligations.

21. DISPUTE RESOLUTION

21.1. In the event of a dispute which arises in whole or in part from this Agreement (including any question as to its existence, validity or termination) or any transaction conducted as a result of or arising out of this Agreement (the "Dispute"), full details of the Dispute (including the remedy sought) ("Dispute Notice") must be set out in writing and served upon the other party with any documents relied upon. Any party receiving a Dispute Notice must within fourteen (14) days of service of it, serve a written reply (the "Reply") on the serving Party. A senior representative of each of the Parties with authority to settle the Dispute must within fourteen (14) days of service of the Reply meet in good faith to attempt to resolve the Dispute.

21.2. If the Parties are unable to resolve the Dispute in the manner set out in Clause 21.1, either Party may request by service of a notice in writing that the matter be referred to mediation. The mediator, if not appointed by agreement between the Parties within fourteen (14) days of the written notice suggesting mediation, shall be nominated by the Centre For Dispute Resolution. All negotiations and/or mediation connected with the Dispute shall be conducted in strict confidence and without prejudice to the rights of the Parties in future legal proceedings. Any settlement reached by the Parties shall be put in writing and become binding on the

parties once signed by a duly authorised representative of each Party.

21.3. Without prejudice to any other rights or remedies of the Parties under this Agreement, each of the Parties acknowledges and agrees that damages would not be an adequate remedy for any breach by the defaulting Party of the other Party's rights under Clauses 8 or 14 of this Agreement and a Party shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any such provisions by the defaulting Party, and no proof of special damages shall be necessary for the enforcement of the rights under this Agreement.

22. ENTIRE AGREEMENT

22.1. This Agreement and the documents annexed as appendices to this Agreement or otherwise referred to herein contain the whole agreement between the parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.

22.2. Each Party acknowledges that, in entering into this Agreement and the documents referred annexed to it, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to this Agreement or not) ("Representation") other than as expressly set out in this Agreement (or the documents attached to it).

22.3. Each Party agrees that the only rights and remedies available to it arising out of or in connection with a Representation shall be for breach of contract as expressly provided in this Agreement.

22.4. Nothing in this Clause shall limit or exclude any liability for fraud.

23. VARIATION

No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

24. SEVERANCE

24.1. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part- provision shall be deemed deleted. Any modification to or deletion of a provision or part- provision under this Clause shall not affect the validity and enforceability of the rest of this Agreement.

24.2. If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

25. NO PARTNERSHIP OR AGENCY

25.1. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

25.2. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

26. FORCE MAJEURE

Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for four (4) weeks, the Party not affected may terminate this Agreement by giving thirty (30) days' written notice to the affected Party.

27. NOTICES

27.1. Any notice given to a Party under or in connection with this Agreement shall be in writing and shall be:

(a) delivered by hand or by post at the following address Family Type Pty Ltd, Suite 59 Level 11, 88 Pitt Street, Sydney NSW 2000 Australia; or

(b) sent by email to hello@familytype.co (for the Licensor) and to the email address as set out in the Order Documents for the Licensee.

27.2. Any notice shall be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt;

(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and

(c) if sent by email, at 9.00 am on the next Business Day after transmission.

27.3. This Clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

28. JURISDICTION AND DISPUTES

28.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of New South Wales.

28.2. The parties irrevocably agree that the courts of the State of New South Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).