

## Secure Asset Disposal Agreement

This Secure Asset Disposal Agreement (“SADA”) contains the terms governing the provision of Services by Erase IT Pty Ltd ABN: 21 137 463 793 of 7 Trade Park Drive, Tullamarine Vic 3043 (“Erase”) to the Customer. By submitting an ACA Request or a Bin Request the Customer agrees to this SADA.

### 1 Ordering

- 1.1 This SADA applies to each Order and applies until it is duly terminated.
- 1.2 The Customer may order Services as follows:
  - (a) by submitting a Secure Media Destruction Bin Request (“Bin Request”) to Erase for a secure media destruction bin; or
  - (b) by submitting an Asset Collection Authority Request (“ACA Request”) to Erase for all other Services.
- 1.3 The Customer may request a fee estimate prior to submitting an ACA Request or Bin Request. Erase will then provide a written estimate of the fees, that estimate is the Secure Asset Disposal Estimation (“SADE”).
- 1.4 If the Customer accepts the SADE they shall submit an ACA Request or request delivery of the secure media destruction bin and Erase will provide the relevant Services as detailed in clause 2.
- 1.5 Each ACA Request or Bin Request becomes an order under this SADA (this an “Order”). Each Order is issued under and incorporates the terms of this SADA.

### 2 Services

- 2.1 Erase will provide the Services with due skill and care.
- 2.2 Upon the formation of an Order, Erase will arrange for Collection of the Assets from the Site.
- 2.3 Erase will give the Customer written confirmation, via email, of the arrival of the Assets at the Facility whereupon they shall become the property of Erase, excepting any data contained therein, which shall remain the Customer’s property. All Assets remain at the Customer’s risk until they arrive at the Facility and become Erase’s property.
- 2.4 Erase will carry out the following services on the Assets upon their arrival at the Facility, unless otherwise agreed in writing:
  - (a) Check-in: scan the model and serial numbers and assign a barcode;
  - (b) Audit: verify each Asset’s specifications, features and condition;
  - (c) Test: test each Asset for functionality and to assign the appropriate Grade;
  - (d) determine the Grade and Asset Value; and
  - (e) upon completion of the above, Erase will issue an Asset Collection Authority Report (“ACA Report”). The ACA Report will confirm the Services carried out in respect of each Asset, list the Service Fees and the Asset Value of each Asset.
- 2.5 Erase may sell or dispose of any or all Assets. If Erase disposes of any Assets, Erase will either:

- (a) dispose of the Asset as electronic waste, according to industry best practice; or
  - (b) recycled by disassembling into their core component parts for reuse; and
  - (c) Erase will subsequently issue a certificate verifying the Asset has been recycled or e-wasted.
- 2.6 Those Assets, which the Customer requires data to be erased, shall be erased to the level specified in the Order. Erase will verify the level of data erasure by issuing a certificate of data erasure in respect of each Asset Bundle, verifying the level of data erasure Services that have been carried out, upon payment of the Service Fees, if required under clause 4.1.
- 2.7 If the Customer specifies any special requirements, or requests any variations to the Services, after the Order has been formed, Erase will provide a separate estimate or impose additional conditions, which the Customer must agree to in writing before Erase is required to perform same. Notwithstanding this, Erase will charge the Customer for all Assets the Customer requests that Erase Collect. If there are additional Assets to what was in the Estimate, the fees will increase accordingly.
- 2.8 If an Order specifies that the Customer will receive a secure, lockable media destruction bin:
- (a) EraseIT will deliver the bin to the Customer upon receipt of a Bin Request;
  - (b) the Customer must comply with applicable laws and provide Erase with safe access to the Site;
  - (c) the Customer must not place or store anything other than information technology related material in the bin;
  - (d) bins remain the property of Erase and Erase may collect a bin at any time after it has been at the Site for 6 months or more, even if it is not full;
  - (e) Upon receipt of a request to collect the bin, Erase will attend the Site to collect the bin; and
  - (f) Erase will destroy all contents of the bin in accordance with clause 2.5.
- 2.9 Provided the Customer has complied with clause 2.12, if requested by the Customer and agreed to by Erase;
- (a) Erase will remove the Assets from the Site; and
  - (b) The Customer must have a representative at the Site to identify the Assets to be removed and advise Erase of same. If there is no representative, the Customer shall leave detailed instructions on removing the Assets and clearly mark which Assets are to be removed.
- 2.10 The Customer releases Erase from any loss or liability the Customer may incur in connection with Erase removing the Assets in accordance with this clause, provided, however, that Erase acted in accordance with the Customer's instructions.
- 2.11 Provided the Customer has complied with clause 2.12, Erase will provide on-site data erasure or destruction if set out in the Order.
- 2.12 Where clauses 2.9 or 2.11 apply, the Customer must disconnect each Asset from power, including power outlets, and from any other device.

### 3 Waiver

- 3.1 Clause 3.2 applies in the following situations:
- (a) if an Order does not specify that Erase is required to perform data sanitisation services (being data erasure or destruction of Assets) as part of the requested Services, in which case the Customer must completely erase all data from the Assets and reset all of the switches and or communication devices in the Assets prior to Collection of the Assets; or

- (b) if the Customer requests that any Assets be returned to the Customer Site after Collection but prior to Erase having performed any erasure services.
- 3.2 If clause 3.1 states that this clause applies, the Customer irrevocably releases Erase from, and indemnifies Erase against, all loss and liability incurred by the Customer or other third party in connection with any data that remains on the Collected Assets.

## 4 Payment

- 4.1 The Service Fees are calculated in accordance with the ACA Report and will be payable by a party to the other as follows:
- (a) Erase will charge the Customer for Services, as set out in the ACA Report.
  - (b) Erase will pay the Customer 50% of the Asset Value, as set out in the ACA Report.
  - (c) If the amount in subclause (a) is greater than that in subclause (b), the Customer shall pay Erase the difference.
  - (d) If the amount in subclause (b) is greater than that in subclause (a), Erase shall pay the Customer the difference.
  - (e) In each case, Erase will provide the Customer with an invoice (which may be a recipient created tax invoice), which will be payable 14 days from the date of the invoice.
- 4.2 The Customer acknowledges that the fees set out in the Order are an estimate only and assumes all information specified in the Order is correct. If that information is incorrect, the fees may change.
- 4.3 All Service Fees and other charges are exclusive of GST, unless expressed otherwise.
- 4.4 Erase may charge the Customer interest on overdue amounts at the rate equivalent to the General Interest Charge rate published by the Australian Taxation Office, in addition to Erase's other rights.
- 4.5 The Customer acknowledges that any rates in an Order are not binding for any future Orders.
- 4.6 The Customer may only dispute all or any part of the amount of an invoice if the Customer provides Erase with a written notice no later than 14 days after the date of the invoice, which identifies the invoice line item being disputed and details the basis for each disputed line item (that notice is an "Invoice Dispute Notice"). The parties shall use reasonable efforts to resolve valid Invoice Dispute Notices. If the parties are unable to resolve the dispute within 10 Business Days after the date of an Invoice Dispute Notice, either party may refer the matter for dispute resolution under clause 8.
- 4.7 The Customer may withhold amounts specified in an Invoice Dispute Notice but must pay all undisputed amounts in accordance with clause 4.14.1(e). Once the dispute is resolved, the Customer shall pay, or Erase shall credit, as the case may be, amounts due within 14 days after resolution of the dispute.

## 5 Taxes

- 5.1 In this clause 5, words have the same meaning as in the GST Act, unless the context otherwise requires.
- 5.2 The Customer shall pay taxes (including GST), duties, imposts or levies of any description (with the exception of income tax levied against Erase ) arising out of, affecting, or payable in connection with, the Agreement, in addition to any other amounts payable under the Agreement.
- 5.3 If there is an introduction of a new or an increase to an existing tax, duty, impost or levy by the Government (excluding income tax changes), the Service Fees shall be adjusted by an amount equal to the amount of the increased or new tax, duty, impost or levy.

- 5.4 If GST is imposed on any taxable supply in connection with the Agreement, the recipient must pay to the supplier the amount of GST in addition to, and at the same time as, payment for the taxable supply following receipt of a tax invoice.

## 6 Insurance

- 6.1 Erase will maintain professional indemnity and public liability insurance of \$20M in the aggregate.
- 6.2 The Customer will maintain insurance covering its Assets, for reasonable types and amounts until Erase takes possession in accordance with clause 2.3.
- 6.3 Each party will provide copies to the other of current certificates of currency upon request.

## 7 Confidentiality and Intellectual Property

- 7.1 Each party must keep confidential all of the Confidential Information of the other party and must not, without the prior written approval of the other party, disclose or use the other party's Confidential Information, except as strictly required for the purposes of performing the Agreement.
- 7.2 Clause 7.1 does not apply to Confidential Information that is:
- (a) in the public domain, other than as a result of a breach of the Agreement;
  - (b) already known by the recipient at the time of disclosure; or
  - (c) received by the recipient from a source other than the discloser in circumstances where such source is entitled to disclose it.
- 7.3 Notwithstanding clause 7.1, the recipient of the other party's Confidential Information ("Recipient") may disclose that Confidential Information:
- (a) to the Recipient's personnel or professional advisors as required to perform the Agreement, provided, however, the person to whom the Confidential Information is disclosed is subject to confidentiality obligations no less restrictive than those contained in the Agreement; or
  - (b) if legally required to be disclosed by the Recipient, provided, however, that the Recipient only discloses the minimum amount of information necessary to comply with the obligation, and notifies the other party as soon as possible after becoming aware that the Recipient is required to disclose the Confidential Information.
- 7.4 Intellectual Property comprised in the Services and any other equipment or materials used by Erase to provide the Services are, and remain, owned exclusively by Erase and / or its third-party service providers.
- 7.5 Unless explicitly stated, nothing in the Agreement is intended to give a party any Intellectual Property rights in, or other rights with respect to, any trademark, copyright, business name, logo, trading style, process, methodology or other Intellectual Property of the other party.

## 8 Dispute Resolution

- 8.1 Neither party will commence court proceedings or action against the other party under or in connection with the Agreement unless it has first attempted to resolve the dispute under this clause 8 (subject to clause 8.3).
- 8.2 A party claiming that a dispute has arisen under the Agreement shall give the other party a notice setting out details of the dispute ("Dispute Notice") and, within a period of 5 Business Days after the Dispute Notice is given (or longer period if the parties agree in writing), representatives of the parties must meet and shall use reasonable endeavours to resolve the dispute.

- 8.3 If the dispute is not resolved under clause 8.2, the Chief Financial Officers (or equivalent) of the parties must meet and use reasonable endeavours to resolve the dispute within 10 Business Days after the date of the Dispute Notice. If the dispute is not resolved within 15 Business Days after the date of the Dispute Notice, either party may commence legal proceedings in a court of law.
- 8.4 This clause 8 does not apply where urgent interlocutory relief is required, or where the dispute relates to amounts not paid by the Customer that are not subject to a valid Invoice Dispute Notice in accordance with clause 4.6.

## 9 Termination

- 9.1 The Customer may immediately terminate this Agreement, by giving written notice to Erase if Erase:
- (a) materially breaches any of its obligations under the Agreement and fails to remedy such breach within 30 days after receipt of written notice;
  - (b) assigns or purports to assign its rights in breach of the Agreement, or ceases to carry on business; or
  - (c) enters into or threatens to enter into an Insolvency Event.
- 9.2 Erase may immediately terminate the Agreement, in whole or part, or suspend the provision of some or all Services provided under the Agreement by giving written notice to the Customer, if the Customer:
- (a) materially breaches any of its obligations under the Agreement and fails to remedy such breach within 30 days after receipt of written notice;
  - (b) fails to pay any undisputed Service Fees when due, or fails to promptly pay any disputed Service Fees where the dispute is resolved in favour of Erase either under clause 8 or otherwise;
  - (c) assigns or purports to assign its rights in breach of the Agreement, or ceases to carry on business; or
  - (d) enters into or threatens to enter into an Insolvency Event.
- 9.3 On the expiry or termination of the Agreement for any reason:
- (a) the Customer shall pay Erase all outstanding fees and charges for work performed; and
  - (b) Erase may retain all fees paid by the Customer to Erase up to the date of termination.
- 9.4 If Erase suspends the provision of some or all Services in accordance with clause 9.2:
- (a) Erase's rights to terminate the Agreement in accordance with clause 9.2 are not prejudiced in any way;
  - (b) the Customer is and remains liable to pay Erase all Service Fees as required by the Agreement, notwithstanding any suspension; and
  - (c) Erase may recommence the performance of any suspended Services at any time, at Erase's sole discretion.
- 9.5 The Customer indemnifies Erase against any cost or expense (including debt recovery and legal fees on a solicitor and own client basis) incurred by Erase arising out of or in connection with the exercise by Erase of its rights under clause 9.2.

## 10 Force Majeure

- 10.1 Neither party will be responsible for any delays or errors in its performance or non-performance of its obligations under the Agreement (except for payment obligations) due to a Force Majeure event.
- 10.2 If the Force Majeure event continues for more than 60 days, either party may terminate the Agreement (without affecting the accrued rights and obligations of the parties as at the date of termination) by written notice to the other.

## 11 Warranties and Indemnities

- 11.1 The parties warrant to each other that they have all necessary licenses and consents to enter into and perform the Agreement.
- 11.2 Subject to the provisions of clause 12, the Customer and Erase (each an "Indemnifier") indemnifies the other party (the "Indemnified Party") from any, loss or liability caused by:
- (a) A material breach of the Agreement by the Indemnifier;
  - (b) the Indemnifier infringing the Intellectual Property of any person; or
  - (c) fraudulent or negligent acts or omissions of the Indemnifier, its officers, employees or agents.
- 11.3 The Indemnifier's liability to indemnify the Indemnified Party is reduced to the extent the Indemnified Party caused or contributed to the event giving rise to the indemnity.

## 12 Limitations of Liability

- 12.1 If a warranty, condition or guarantee is implied by the *Competition and Consumer Act 2010* (Cth) or other relevant legislation which may not be excluded, restricted or modified by agreement, then Erase's liability for any breach of such an implied warranty, condition or guarantee is limited solely to the resupply of the relevant Service or the payment to the Customer of the cost of having the Service provided again.
- 12.2 With the exception of clause 12.1, Erase's liability to the Customer for all proven loss and damage arising from a breach of the Agreement, or a claim under common law or tort (including negligence) is limited, in aggregate, to the total amount of Service Fees detailed in the ACA Report that is the subject of the breach.
- 12.3 To the extent permitted by law and notwithstanding any other provisions of the Agreement, Erase, the Customer, and each of their officers, employees, agents or contractors are not liable for any incidental, special, indirect, punitive or consequential damages. For the purposes of this clause and without limitation, loss and liability incurred by the Customer due to downtime costs, lost profits, lost revenue, lost reputation, lost data, loss of use, loss of goodwill and failure to realise anticipated savings are deemed to be damages of a consequential nature.

## 13 Privacy and Data Security

- 13.1 Erase complies with the *Privacy Act 1988* (Cth) ("Privacy Act") and only processes, uses or discloses Personal Information (as that term is defined in the Privacy Act) received from the Customer for the purposes of performing Erase's obligations to the Customer in accordance with Erase's privacy policy, or as required by law.
- 13.2 The Customer shall comply with its obligations under the Privacy Act, including the Notifiable Data Breaches Scheme established under Part III C of the Privacy Act.
- 13.3 The Customer acknowledges that in providing Services, Erase will gather, transfer, process, use and destroy the personal data of individuals. The Customer warrants that any data transferred to Erase has been collected and transferred to Erase or its agent in accordance with the Privacy Act and any other applicable law, including having provided notice to the individual that personally identifiable information may be shared with other third parties in connection with the Services provided under this Agreement. The Customer shall take appropriate legal, organisational, and technical measures to ensure the confidentiality of personal data in accordance with applicable law.
- 13.4 Erase will comply with its Privacy Policy available at <https://www.eraseit.com.au/privacy/>
- 13.5 If Erase suspects or knows of a data breach, where the Personal Information that is the subject of the breach relates to the Customer (for example, the Customer's own customers or employees), Erase will undertake the following:

- (a) remain in compliance with the Privacy Act at all times;
- (b) seek to contain and remedy the data breach to prevent any serious harm occurring to an individual;
- (c) if there are reasonable grounds to suspect that the data breach is an Eligible Data Breach (as defined in the Privacy Act), Erase will conduct an assessment in accordance with the Privacy Act;
- (d) if Erase believes it cannot remedy the data breach before any serious harm may occur to an individual, Erase will contact the Customer to discuss the data breach and come to an agreement about how to notify affected individuals and the Australian Information Commissioner ("Commissioner"), and which party will notify them;
- (e) provide all reasonable co-operation to the Customer, the Commissioner and affected individuals in relation to the Eligible Data Breach; and
- (f) if Erase believes the Customer and Erase will not come to an agreement about how to notify affected individuals or the Commissioner, or who will notify them, Erase will seek direction from the Commissioner about how to proceed and, in those circumstances, will comply with the Commissioner's directions.

13.6 If the Customer suspects or knows of a data breach where the Personal Information that is the subject of the breach relates to the Customer's customers or employees and is connected with, or may impact on, an agreement the Customer has with Erase (for example, an Asset is stolen while in Erase's possession), the Customer will undertake the following:

- (a) remain in compliance with the Privacy Act at all times;
- (b) seek to contain and remedy the data breach to prevent any serious harm occurring to an individual;
- (c) if there are reasonable grounds to suspect that the data breach is an Eligible Data Breach (as defined in the Privacy Act), the Customer will conduct an assessment in accordance with the Privacy Act;
- (d) if the Customer believes it cannot remedy the data breach before any serious harm may occur to an individual, the Customer will contact Erase to discuss the data breach and come to an agreement about how to notify affected individuals and the Commissioner, and which party will notify them; and
- (e) provide all reasonable co-operation to Erase, the Commissioner, Erase's other customers that may be affected and individuals in relation to the Eligible Data Breach.

13.7 Erase and the Customer shall each not notify any affected individuals about an Eligible Data Breach unless:

- (a) each party has approved (in writing) the content of the notification, how to notify affected individuals and the Commissioner, and who will notify them;
- (b) either party reasonably believes there is a likelihood of serious harm to an affected individual, which requires either or both parties to notify the individual as soon as practicable;
- (c) directed to by the Commissioner; or
- (d) required by law to do so.

## 14 Subcontracting

14.1 Erase may subcontract the Services, provided always that any subcontractor appointed by Erase is appropriately trained, experienced and qualified to perform the Services. Despite the appointment of any sub-contractor by Erase but subject to clause 14.3, Erase remains liable to perform its obligations under the Agreement.

14.2 Subject to clause 14.3, Erase is responsible for the conduct of all sub-contractors appointed by Erase that perform Services under the Agreement, whether or not the conduct is within the authority conferred on the particular sub-contractor.

14.3 The Customer acknowledges that Erase engages freight partners on behalf, and at the request, of the Customer, and that Erase is not responsible or liable for the acts or omissions of any freight partner engaged to Collect Assets and deliver them to the Facility.

## 15 Audit

15.1 Erase will allow the Customer to have reasonable access to Erase's facilities and documentation for the purposes of verifying Erase's compliance with the terms of the Agreement by way of an audit, provided, however, that:

- (a) the Customer shall give Erase at least 30 days' prior written notice;
- (b) the Customer may only conduct one audit every 12 months, and shall not conduct any audit during the first 12 months it is a customer of Erase;
- (c) Erase's involvement with each audit is for no more than 8 hours, across no more than two consecutive Business Days;
- (d) the Customer is not permitted to access Erase's pricing, costing, internal audit reports or other confidential information or data related to Erase's other customers; and
- (e) any access the Customer is granted will be limited to those areas of Erase's facilities and documentation that are directly related to the Services, as determined by Erase in its discretion, exercised reasonably.

15.2 Erase will provide assistance with audits each year at the Customer's expense. If the Customer requires, and Erase provides, any such assistance, the Customer shall pay Erase for each hour of assistance at the Standard Charge Out Rate. The Customer is responsible for all costs incurred in connection with any audit it conducts, or that is conducted on the Customer's behalf.

15.3 The Customer shall use reasonable endeavours to ensure that any auditor it engages acts in a manner that minimises inconvenience and disruption to Erase and its business operations.

15.4 The Customer, its auditors and other representatives shall execute and deliver to Erase such confidentiality and non-disclosure agreements, and shall comply with such security and confidentiality requirements, as Erase may reasonably require in connection with any audit.

15.5 Access to any Equipment or the Facility may be interrupted or postponed by Erase without notice if Erase's other customers experience a disaster.

## 16 Miscellaneous

16.1 Each party will appoint one or more contract representatives, who will co-ordinate the performance of that party's obligations and have the authority to approve changes regarding the Agreement on behalf of that party.

16.2 The Customer does not have any right to set-off amounts it owes Erase against any amounts owed by Erase to the Customer including the amount of any claim that the Customer has or may have against Erase.

16.3 The Agreement prevails over any terms and conditions contained in any Customer documentation, including the Customer's purchase order or other trade documentation.

16.4 The Agreement is governed by the laws of Victoria, Australia and each party submits to the non-exclusive jurisdiction of the courts of Victoria, Australia.

16.5 Any notice or other communication to or by a party to the Agreement must be in legible writing and in English and may be delivered by hand, post, facsimile or electronic mail.

16.6 If anything in the Agreement is unenforceable or invalid, it is severed, and the rest of the Agreement remains in force.

- 16.7 Each party must pay its own legal costs of and incidental to the preparation and completion of the Agreement.
- 16.8 The Agreement binds and benefits the parties and respective successors and assigns permitted under clause 16.10
- 16.9 The Customer acknowledges that Erase may vary this SADA at any time by posting an updated version at <https://www.eraseit.com.au/asset-collection/> or such other URL as may be used by Erase. It is the Customer's responsibility to monitor the relevant URL for updates, and to comply with this SADA as it is updated. The updates to the SADA will apply to each Order from the date of the update. By agreeing to an Order after the SADA is updated, the Customer is deemed to have agreed to the updated SADA.
- 16.10 The Agreement may not be assigned or novated without the prior written consent of the other party, such consent not to be unreasonably withheld.
- 16.11 A right may only be waived in writing and must be signed by the party giving the waiver, and no other conduct of a party (including a delay in exercising, relaxation of or failure to exercise the right) operates as a waiver of the right or otherwise prevents the exercise of the right.
- 16.12 The Agreement contains the entire agreement between the parties concerning the subject matter of the Agreement and supersedes all prior communications, agreements, proposals, work orders or correspondence between the parties.
- 16.13 The provisions of the Agreement that are intended to have, or are capable of having, effect after the expiration or termination of the Agreement (including provisions relating to warranties, indemnities, liability, confidentiality, licence and Intellectual Property rights) remain in full force and effect following termination of all or any part of the Agreement.
- 16.14 Unless otherwise notified in writing by the Customer, the Customer permits Erase to refer to and use the Customer's name and logo in its marketing materials and promotional activities.

## 17 Definitions and Interpretation

- 17.1 Capitalised terms defined in this SADA are given the same meaning when used in an ACA Request or an ACA Report.
- 17.2 In the Agreement the following definitions apply:

**Agreement** means this SADA and each Order.

**After Hours** means the hours that are not the Business Hours.

**ACA Request** means the Asset Collection Authority Request which is the Customers order to Erase for the provision of Services made in accordance with clause 1, either online at the Erase website <https://www.eraseit.com.au/> or by email.

**ACA Report** means the Asset Collection Authority Report which Erase will provide in accordance with clause 2.

**Asset** means devices or equipment Collected pursuant to clause 2.4 that Erase determines to be an 'Asset' for the purposes of this Agreement, which includes but is not limited to:

- (a) desktop, notebook computers & associated peripherals & accessories;
- (b) monitors and other display infrastructure;
- (c) servers and server infrastructure;
- (d) network and network infrastructure;
- (e) printing and imaging solutions; or
- (f) any other type of IT, telecoms or electronic office equipment.

**Asset Bundle** means all Assets collected by Erase pursuant to an individual Order.

**Asset Value** means a reasonable commercial value for each Asset, as determined by Erase having regard to the potential resale value on the current market, the condition of each Asset and other relevant factors as Erase may determine at its discretion.

**Bin Request** means the Secure Media Destruction Bin Request which is the Customers order to Erase for the provision of a media destruction bin made in accordance with clause 1, either online at the Erase website <https://www.eraseit.com.au/> or by email.

**Business Day** means a day that is not a Saturday, Sunday or a public holiday in the State in which the Services are to be performed.

**Business Hours** are the hours between 8.30am and 5.30pm, on Business Days, local time in the State in which the Services are to be performed.

**Collection/Collected** means the collection of the Assets by Erase from the Site.

**Confidential Information** means non-public information that relates to the disclosing party's business operations, financial condition, customers, products, services or technical knowledge, including the terms and conditions of the Agreement, except as otherwise specifically agreed in writing by the parties.

**Customer** means the entity defined as the customer in an Order, new customer form or any document detailing the Services, or if the customer is not so defined, the entity receiving Services from Erase.

**Facility** means the Erase premises, located at 7 Trade Park Drive, Tullamarine, Victoria 3043, or such other premises as Erase may use.

**Force Majeure** means any circumstances beyond the reasonable control of a party, including natural causes (such as fire, lightning, earthquake, flood, storm), explosion, industrial dispute and acts of terrorism.

**Grade** means any one of the following:

- (a) A Grade: An Asset is complete, in good working condition and has commercial value;
- (b) B Grade: An Asset is complete, in good working condition with minor faults. Estimated value approximately 50% of A Grade value;
- (c) C Grade – An Asset may have multiple faults, or small to no commercial value;
- (d) D Grade – Asset is destroyed;
- (e) E Grade - Electronic Waste: An Asset is faulty, old or has no commercial value.
- (f) L Grade – low value equipment (still working); or
- (g) U Grade – untested.

**GST** means the goods and services tax prescribed under the GST Act or any replacement or subsequent similar tax.

**GST Act** means *A New Tax System (Goods and Services) Act 1999* (Cth).

**Invoice Dispute Notice** is defined in clause 4.5.

**Insolvency Event** means, in relation to a party, one or more of the following:

- (a) the party is presumed insolvent under s459C of the *Corporations Act 2001* (Cth);
- (b) a liquidator or controller is appointed in respect of the party or any property of the party; and
- (c) the party entering into a compromise, administration or arrangement with, or assignment for the benefit of, any of its members or creditors, except to reconstruct or amalgamate while solvent.

**Intellectual Property** means all intellectual property rights, including current and future registered and unregistered rights, in respect of copyright, patent, patent applications, designs, design applications, trade mark, trademark applications, service marks, trade names, business names, eligible layout right or similar right, whether registered or not any invention, discovery, trade secret, know-how, computer software, technical information, Confidential Information, any other rights resulting from intellectual activity in any field and any grant of registration for or title to anything referred to in this paragraph.

**Order** means an order as defined in clause 1.5.

**Secure Asset Disposal Estimation** means the estimate as defined in clause 1.3.

**Services** mean the services provided by Erase as outlined in clause 2.

**Service Fees** means fees for the Services which the Customer has agreed to pay and for the avoidance of doubt are calculated by Erase in accordance with the ACA Report, unless otherwise agreed in writing.

**Site** means the property address nominated in an ACA Request or Bin Request from which the Assets are to be Collected or secure media destruction bin is to be delivered to and collected from.

17.3 In the Agreement, except where the contrary intention is expressed:

- (a) the singular includes the plural and vice versa;
- (b) "including" and similar expressions are not words of limitation;
- (c) clause headings are for convenience only; and
- (d) monetary references are to Australian currency.