

TRAINING COURSES AND TRAINING SERVICES TERMS AND CONDITIONS

1. TERMS OF SERVICE. The RPMGlobal Holdings Limited entity specified in the training proposal or training order form (or if not specified, **RPM Software Pty Ltd** (ACN: 61 453 779)) (hereinafter "RPM"), agrees to provide you, the client ("Client"), with the instructor led industry, technical and/or software training courses and/or other training services (together the "Training Services") for which you have registered, on the terms and conditions set out below. These terms and conditions (the "Agreement") constitute the entire agreement between the parties, and supersedes all other contradictory provisions, oral or written, negotiations, proposals, purchase orders, representations, notices to proceed and/or agreements, and all past courses of dealing. Without limiting the foregoing, the parties agree that any terms and conditions attached to, contained within or referenced in a Client issued purchase order, regardless of whether such purchase order is issued before or after the date of this Agreement, do not and will not apply to RPM's Training Services. Client and RPM agree that all provisions of this Agreement were mutually negotiated and agreed upon. No modification or alteration of any provision of this Agreement will be binding upon either party, unless such modification or alteration is mutually agreed to, is in writing, and is signed by the party against whom such modification or alteration is sought to be enforced.

2. TRAINING DESCRIPTION. Instructor Led Training: RPM will provide an instructor experienced to conduct the Training Services as well as necessary training materials sufficient for the number of registered participants on the agreed scheduled dates at a nominated RPM office or client site. **Online Training:** RPM will provide the Training Services online via the web in an electronic format. All Training Services are provided in substantial conformity with the relevant course and training descriptions disclosed by RPM. The training courses offered, their content, their location, their dates, number of participants, prices and registration requirements are detailed on RPM's website www.rpmglobal.com and are subject to change at RPM's reasonable discretion due to capacity, capability, demand and availability.

3. PAYMENT AND TAXES. Except as otherwise agreed or specified in a training proposal issued by RPM, all training services and course fees are 100% due, owing and payable on submission of registration for Training Services or upon receipt of a Client purchase order. RPM will submit invoices to the Client with payment due upon receipt of the invoice, unless the Client notifies RPM in writing within 10 business days of the invoice date that it disputes any part of the invoice. The Client and RPM will in good faith attempt to promptly resolve any disputed items. All undisputed invoice amounts will be considered delinquent if not received by RPM within 30 days after the invoice date. Interest will be added to delinquent amounts at the rate of one and one-half percent (1.5%) per month or the maximum amount allowed by law, whichever is less. Payments received for delinquent amounts will be applied first against the interest and then the principal. The Client will pay RPM for all time spent and all costs, expenses, and fees incurred (including lawyers' fees) in connection with perfecting liens or collecting any delinquent amounts. Failure to make payment within the time limits set forth in this clause is a material breach and excuses RPM from any performance under this Agreement. RPM may refuse provision of Training Services for non-payment. The consideration specified in this Agreement does not include any amount for GST or other taxes payable in connection with the supply of the services. If a supply under this Agreement is subject to GST or other such taxes, Client must pay RPM an additional amount equal to the amount of the consideration multiplied by the applicable GST or other tax rate, with such amount payable at the same time as the consideration is payable.

4. TRAINING MATERIALS. The Training Services, and any documentation, presentations, hand-outs, models, presentation materials, reports, studies, analyses, recommendations, estimates, calculations, information, materials or documents ("Materials") that are prepared or used by RPM for the Training Services remain RPM's property, and RPM retains all copyright and any other intellectual property rights in and to these Materials. RPM grants the Client the non-transferable right to use the Materials for the purposes of the Client furthering their understanding of the relevant industry, technical and/or software to which the Training Services relate. The Client is not entitled to re-use the Materials to provide further training to other persons (train the trainer) unless specifically consented to by RPM. All other rights are reserved to RPM. RPM may revoke this right if the Client does not pay all amounts due, or if the Client contravenes a material term of this AGREEMENT. Materials provided to Client under this Agreement are intended solely for the benefit of the nominated Client and not for use of any third parties. Client agrees it will not copy, re-use or disclose any Materials to any third party without RPM's prior written consent and any reuse by the Client or others for purposes outside of this Agreement or any failure to follow RPM's recommendations shall be at the user's sole risk. This Agreement does not cover, or provide the right for the Client to use any RPM software products. The Client will indemnify and hold harmless, and at RPM's request defend, RPM and its subcontractors, consultants, agents, officers, directors, and employees from and against any and all claims, liabilities, damages, losses, and expenses (including lawyers' fees and other costs of litigation, arbitration or mediation) arising out of or in any way related to RPM's Training Services or the Materials, or any use of or reliance on the Training Services or Materials; however, such indemnification does not apply to such claims, damages, losses or expenses to the extent caused by RPM's gross negligence or willful misconduct. To the fullest extent permitted by law, such indemnification applies regardless of breach of contract or strict liability of RPM.

5. STANDARD OF CARE, REMEDY, NO WARRANTIES AND LIABILITY. The Training Services will be performed in accordance with the standard of care of its profession, which means generally accepted training practices, in the same or similar localities, related to the nature of the work performed, at the time the services are performed. In the event that RPM does not meet this standard of care, RPM and the Client agree, as RPM's sole and exclusive obligation and the Client's sole and exclusive remedy that RPM's liability will be limited to an amount not exceeding the fee received by RPM for the Training Services. RPM makes no and expressly disclaims any warranties, express or implied, regarding its training services or any materials (as defined below). Where legislation implies into this Agreement any condition or warranty, and that legislation avoids or prohibits provisions in a contract excluding or modifying the application of, or exercise of, or liability under such condition or warranty, the condition or warranty will be deemed to be included in this Agreement however, RPM's liability for

any breach of such condition or warranty will be limited, at RPM's option, to the supplying or cost of having supplied the Training Services again. Client expressly agrees that to the fullest extent permitted by law, RPM's maximum liability to the Client for claims arising under or out of this Agreement or the Training Services including but not limited to arising from RPM's professional acts, errors, or omissions is limited to the amount of the fee paid to RPM for the Training Services under this Agreement. RPM's liability for loss or damage of any kind is reduced to the extent that the Client or any of its employees, contractors or agents causes or contributes to the loss or damage. To the fullest extent permitted by law and notwithstanding any failure of essential purpose of any limited remedy, RPM is not liable for any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, nor is RPM liable for any loss of profit, loss of revenue, loss of goodwill, loss of data, loss of production or use, business interruption or loss of opportunity or other commercial or economic loss. The term "liability" (and 'liable') when used in this Agreement means liability of any kind, whether in contract (including breach of warranty), in tort (including negligence), in strict liability, under statute, for indemnity and otherwise, for any and all injuries, claims, losses, expenses or damages arising out of or in any way related to the Training Services from any cause or causes.

6. FORCE MAJEURE. Neither party will be in default under this Agreement if performance of the Training Services is suspended or is prevented or prohibited by an occurrence or occurrences beyond the reasonable control of the party otherwise required to perform and which by the exercise of reasonable diligence by such party could not have been prevented. Both parties will exercise reasonable diligence to resume the Training Services. This clause does not apply to the payment of fees or expenses.

7. TERMINATION. RPM reserves the right to cancel a scheduled course at any time with notice in writing, in which case registration fees are fully refundable. RPM is not responsible for any travel costs if a course is cancelled. The Client may only terminate in accordance with RPM's training cancellation policy. In the event of termination by the Client, the Client must pay RPM in accordance with the training cancellation policy disclosed to the Client on RPM's website www.rpmglobal.com.

8. GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement is governed by and is to be construed in accordance with laws of the State of Queensland, Australia. Each party submits to the jurisdiction of the courts of that place. All legal actions by either party against the other related to this Agreement (except actions for non-payment), will to the fullest extent permitted by law be barred after 1 year has passed from the time the claimant knew or should have known of its claim, and under no circumstances can be initiated after 2 years have passed from the date by which RPM completes the Training Services.

9. DISPUTES RESOLUTION. In the event of any dispute, claim, cause of action, disagreement or "pass-through" claim for indemnification and/or contribution arising from or relating to this Agreement, the parties will consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable resolution satisfactory to both parties. If the parties do not reach a resolution of the matter within 30 days, then the parties agree to submit the matter to mediation in Brisbane, Australia in accordance with The Institute of Arbitrators & Mediators Australia Mediation Rules. If the dispute has not been settled pursuant to those Rules within 45 days following the filing of a Notice of Dispute or within such other period as the parties may agree, then to the fullest extent permitted by law: (i) the claim will be brought and tried in the judicial jurisdiction detailed in clause 8 and the Client waives the right to remove the action to any other judicial jurisdiction; and (ii) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, lawyers' fees and other claim-related expenses. Any action, claim, lien, or legal dispute that RPM initiates relating to delinquent payments is not subject to the requirements set forth in this clause 9.

10. CONFIDENTIALITY PROVISIONS. Each Party acknowledges that all information received in connection with this Agreement prior to and after the date of this Agreement including the Materials is proprietary or confidential information of the other Party ("Confidential Information"). The receiving party ("Recipient") must not use, copy, disclose, reproduce or make public the disclosing party's ("Discloser") Confidential Information for any purpose except in accordance with this Agreement. The Recipient must ensure that its directors, officers, employees, agents and contractors do not do anything that would breach this clause. If the Recipient becomes aware of a breach of this obligation, the Recipient must immediately notify the Discloser. The Parties agree to comply with any reasonable directions or guidelines issued by the Discloser in relation to Confidential Information from time to time, including those relating to privacy. All obligations of confidence set out in this Agreement continue in full force and effect after this Agreement ends for a period of 10 years.

11. MISCELLANEOUS PROVISIONS. (i) Unless otherwise provided in this Agreement, Client authorizes RPM to name the Client in its marketing materials as a recipient of RPM Training Services and to publish articles, photographs and other illustrations relating to the services. (ii) This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns, provided that this Agreement, or any rights or obligations under this Agreement, may not be transferred or assigned by either party without the express written consent of the other. (iii) No waiver of any right or remedy in respect of any occurrence on occasion will be deemed a waiver of such right or remedy in respect of such occurrence on any other occasion. (iv) any element of this Agreement later held to violate a law or be unenforceable will be deemed void, and all remaining provisions will continue in force, however, the Client and RPM will in good faith attempt to replace any invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the voided provision. (v) the following clauses of these terms and conditions survive the completion of the Training Services or any termination of this Agreement: 3, 5, 6, 7, 8, 9, 10 and 11. (vi) Client and RPM acknowledge that each has had the opportunity to have this Agreement and all matters related to this Agreement reviewed by independent counsel. (vii) No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this Agreement or any part of it. (viii) The relationship of RPM and the Client is that of independent contractors, and nothing in this Agreement will be construed to create any other relationship. Neither party has any right or authority to make any representation or warranty on behalf of the other party. (ix) A reference to the word "include" or "including" is to be construed without limitation.