



SiteMinder

SiteConnect Agreement

Convergent International Travel Development Co. , Ltd (**Partner**)
Certification No. of Incorporation 65224382-000-09-17-8

Online Ventures Pty Ltd (**SiteMinder**)
ABN 59 121 931 744





SiteMinder

SITECONNECT AGREEMENT

PARTIES

1. Online Ventures Pty Limited (ABN 59 121 931 744) of Level 3, 88 Cumberland Street, The Rocks NSW 2000 (**SiteMinder**); and
2. Convergent International Travel Development Co. , Ltd (Certification No. of Incorporation 65224382-000-09-17-8) of Room 1407 Sino Ctr Mongkon, HongKong (**Partner**).

RECITALS

- A. SiteMinder owns various software applications and reservations technologies providing services to hotels and other commercial accommodation providers (**Hotels**), including applications for the transmission of Hotel Data between Hotels and OTAs.
- B. The Partner is an OTA which connects using the SiteConnect Product.
- C. The parties have agreed to create an interface connecting their databases to facilitate Hotels loading room availability and pricing information into the Partner's database and to deliver reservations from the Partner's database to Hotels, all in accordance with this Agreement.

1. Definitions and Interpretation

1.1 Definitions

In this Agreement, unless the context otherwise requires:

API means application programme interface.

Business Day means a day that is not a Saturday, Sunday or public holiday.

Commencement Date means the date of execution of this Agreement.

Confidential Information of a party means any information marked as confidential or which by its nature the other party knows or ought to know is confidential (regardless of the form of the information and when it was acquired) and includes trade secrets, technical knowledge, concepts, designs, plans, precedents, processes, methods, techniques, knowhow, innovations, ideas, procedures, research data, financial data, databases, personnel data, computer software and programs, customer and supplier information, correspondence and letters and papers of every description including all copies or extracts of same relating to the affairs or business of the party.





Connection Interface means the API to be built by the Partner under clause 3.1 which enables transmission of a Customer's Hotel Data from the Partner's database to SiteMinder's database via the SiteMinder Interface.

Consequential Loss means:

- (a) loss of revenue, loss of profits, loss of anticipated profits or loss of (or failure to achieve) anticipated savings;
- (b) loss of actual or potential opportunities or loss of contracts;
- (c) loss of or damage to goodwill or reputation;
- (d) loss arising from damage to credit rating or increased financing costs;
- (e) loss of data or corruption of data;
- (f) loss arising from business interruption or loss or damage resulting from wasted managed time; or
- (g) any indirect, special, economic, incidental or consequential loss or damage, howsoever arising, whether based in contract (including under any indemnity), in tort (including negligence), in equity, under the provisions of any law or otherwise.

Control in relation to a party has the meaning given in section 50AA of the Corporations Act.

Corporations Act means the *Corporations Act 2001* (Cth).

Customer means a hotel customer of the Partner.

Data Protection Requirements means any applicable code, legislation, regulation, statute or order which may apply from time to time relating to the collection, storage and use of Personal Information including (without limitation) the Australian Privacy Act 1988 (Cth), the Australian Privacy Principles, the UK Data Protection Act 1998, the EU Data Protection Directive 95/46/EC and comparable laws, regulations, guidance and codes of practice issued by the Information Commissioner or Privacy Ombudsman, as the case may be in the applicable jurisdiction.

Fees means the fees payable by the Partner to SiteMinder under this Agreement, specified in Schedule 2.

Force Majeure Event means any act, event or cause which prevents a party from performing, or delays the performance of, any of its obligations under this Agreement, to the extent that the act, event or cause is beyond the reasonable control of the affected party, including (without limitation):

- (a) forces of nature, any act of God, fire, storm or explosion;
- (b) any strike, lockout, industrial action, war, sabotage, riot, act of terrorism, any denial of service attack, insurrection, civil commotion, national emergency (whether in fact or in law), power shortage, epidemic, quarantine, radiation or radioactive contamination;
- (c) any action or inaction by any Government Agency;





- (d) a change in any law including any new law; or
- (e) a breakdown of plant, machinery or equipment, telecommunications failure or shortages of labour, transportation, fuel, power or plant, machinery, equipment or material (including short supply from the regular source or supplier);
- (f) a Supplier Failure.

Government Agency means any government or any public, statutory, governmental (including a local government), semi-governmental or judicial body, entity, department or authority and includes any self-regulatory organisation established under statute.

GST has the same meaning as in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or any comparable value added or similar tax on sales or supplies in any applicable jurisdiction.

Hotel Data means all data relating to hotels and guests, including (without limitation) room rates, room types, room availability, rate plans, restrictions, occupancy, guest data, reservations, images and content.

Insolvency Event means in relation to a party:

- (a) a receiver, receiver and manager, trustee, administrator, other controller (as defined in the Corporations Act) or similar official is appointed over any of the assets or undertaking of the party;
- (b) the party suspends payment of its debts generally;
- (c) the party is or becomes unable to pay its debts when they are due;
- (d) the party enters into or resolves to enter into any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them;
- (e) the party ceases to carry on business or threatens to cease to carry on business;
- (f) a resolution is passed or any steps are taken to appoint, or to pass a resolution to appoint, an administrator;
- (g) an application or order is made for the winding up or dissolution of the other party, or a resolution is passed, or any steps are taken to pass a resolution, for the winding up or dissolution of the other party, otherwise than for the purpose of an amalgamation or reconstruction that has the prior written consent of the first party; or
- (h) a party is presumed to be insolvent within the meaning of the Corporations Act, or threatens to do any of (a) – (g);
- (i) any similar or corresponding application or process is made, planned or threatened in any other jurisdiction in which the Services are provided or the Customer is located.

Intellectual Property Rights means all intellectual property rights, including the following rights:

- (a) patents, copyright, rights in circuit layouts, registered and unregistered designs, trade marks, domain names, business names and any right to have confidential information kept confidential; and





(b) any application or right to apply for registration of any of the rights referred to in paragraph (a).

OTA means an online travel agent, distribution agent, global distribution system, wholesale travel agent and others through which a potential hotel guest can view, compare or reserve hotel accommodation and related goods and services.

Personal Information has the meaning given in the *Privacy Act 1988* (Cth) as amended from time to time.

PMS means a property management system.

Schedule means a schedule to this Agreement.

SiteConnect Product means the product listed Part A of Schedule 1.

SiteMinder Interface means SiteMinder's connectivity API, as upgraded from time to time.

System Specifications means the specifications which the Connection Interface is required to meet, as specified in Part B of Schedule 1.

Welcome Pack means the information pack provided by SiteMinder to assist the Partner's technical team to build the Connection Interface.

1.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules of interpretation apply unless the context requires otherwise:

- (a) the singular includes the plural and conversely;
- (b) a gender includes all genders;
- (c) a reference to a person includes a body corporate, an unincorporated body, enterprise, firm, trust, joint venture, syndicate or other entity and conversely;
- (d) a reference to a clause or schedule is to a clause of or schedule to this agreement;
- (e) a reference to any party to this agreement or any other agreement or document includes the party's successors and permitted assigns;
- (f) a reference to any legislation or to any provision of any legislation includes any amendment, consolidation or replacement of it, and all regulations and statutory instruments issued under it;





- (g) a reference to conduct includes, without limitation, any omission, statement or undertaking, whether or not in writing;
- (h) a reference to a party is a party to this agreement or any person who executes a deed of accession to this agreement;
- (i) terms defined in the Corporations Act have the same meaning in this agreement, unless the context expresses otherwise;
- (j) If any payment by a party under this agreement is due on a day which is not a Business Day, the due date will be the next Business Day in the same calendar month or, if none, the preceding Business Day; and
- (k) if an obligation must be performed by 2 or more persons it binds them jointly and individually.
- (l) The Partner must ensure that each Group Recipient complies with this Agreement, and is jointly and severally liable for all liabilities of a Group Recipient under this Agreement.

2. Term

This Agreement commences on the Commencement Date and continues until terminated in accordance with clause 10 (**Term**).

3. Partner Obligations

3.1 Build-to obligations

The Partner must build and connect the Connection Interface in accordance with the System Specifications.

3.2 Maintenance

- (a) The Partner must maintain the Connection Interface so that it continues to function in accordance with the System Specifications at least 99.5% of the time calculated over a calendar month (**Uptime**).
- (b) The Partner must ensure that reservations are delivered to the SiteMinder API less than 3 minutes from the time the reservation was made on the Partner's system, except where the SiteMinder API is unavailable.
- (c) If, as a result of any act or omission of the Partner (including any uncertified upgrade or enhancement of the Partner's systems or technology) the Connection





Interface fails to perform in accordance with the System Specifications, the Partner must use best endeavours to rectify the cause of the default or take such other steps as may be necessary to ensure the Connection Interface continues to perform in accordance with the System Specifications.

- (d) SiteMinder may terminate this agreement if the Partner persistently fails to meet the System Specifications, or if the Partner fails to maintain Uptime in any 3 months of any rolling 12 month period.

3.3 Customer terminates SiteMinder

The Partner must stop sending Hotel Data to the SiteMinder Interface for Customers which cease to be SiteMinder customers within 5 Business Days of being notified by SiteMinder to do so.

3.4 Enhancements

The Partner must notify SiteMinder in advance of undertaking any changes or enhancements to the Connection Interface and have any changes or enhancements certified by SiteMinder before setting live.

3.5 SiteConnect Product

This Agreement applies to a connection to the SiteConnect Product only. The Partner must enter into a separate agreement for each SiteConnect Product it connects to the SiteMinder Interface.

4. SiteMinder obligations

4.1 Build and maintain

SiteMinder must connect the SiteMinder Interface to the Connection Interface. SiteMinder must ensure that the SiteMinder Interface is operational and available for not less than 99.5% of the time in any given calendar month.

4.2 Access to SiteMinder Interface

SiteMinder may restrict or suspend access to the SiteMinder Interface by the Partner or any Customer, if the Partner or Customer is causing any deterioration in the performance of the SiteMinder Interface, including as a result of flooding the SiteMinder Interface with data.

4.3 Notifications





SiteMinder must ensure that the Partner receives a minimum of 60 days' notice of any changes to the SiteMinder Interface that affects the exchange of information with the Connection Interface.

5. Payment and Invoicing

5.1 Invoices

SiteMinder must invoice the Partner for Fees specified in Schedule 2. The Partner must pay the invoiced fees within 7 days of the invoice date in cleared funds without set-off, counterclaim or deduction of any kind including in respect of taxes, levies, imports, duties, charges (including intermediary bank charges) or fees.

5.2 Disputed invoices

- (a) If either party disputes any part of an invoice or proposed invoice, that party must notify the other party within 30 days of receipt of the invoice of the reasons for disputing the invoice and pay the undisputed amount on or before the due date for payment.
- (b) The parties must endeavour to resolve the disputed amount between themselves within 10 days of the notification being given.

5.3 GST

- (a) All prices quoted for supplies made and/or to be made under this Agreement are in Australian dollars and are exclusive of GST, unless expressed to the contrary in writing.
- (b) The Partner must issue valid tax invoices to SiteMinder for the purposes of GST.

6. Personal Information and Privacy

6.1 Personal Information

To the extent that Personal Information is collected, used, handled, processed and/or transferred under this Agreement, each party must:

- (a) comply with all applicable Data Protection Requirements;
- (b) obtain all necessary rights and consents required to comply with the applicable Data Protection Requirements and only use or disclose Personal Information obtained during the course of performing this Agreement for the purposes of this Agreement.





6.2 Compliance

The Partner must comply with any reasonable request made by SiteMinder necessary to comply with an order, audit, investigation or enquiry of any Government Agency relating to Personal Information collected, stored or transmitted under this Agreement.

6.3 Indemnity

Each party (**Indemnifying Party**) indemnifies the other party (**Indemnified Party**) in respect of any liability incurred by the Indemnified Party as a result of the Indemnifying Party's failure to comply with any applicable Data Protection Requirements.

7. Confidentiality

7.1 Confidentiality Obligation

Each party (**Recipient**) which receives Confidential Information of the other party (**Disclosing Party**) under this Agreement acknowledges that all Confidential Information provided to it or to which it is exposed is confidential to the Disclosing Party.

7.2 Loss suffered

The Recipient acknowledges and agrees that the Confidential Information is, by virtue of its special nature, valuable property of the Disclosing Party and that the Disclosing Party may suffer damage or loss by any disclosure by the Recipient of the Confidential Information.

7.3 Non-Disclosure

The Recipient must:

- (a) treat all Confidential Information as confidential and not make public or disclose to any other person that Confidential Information unless it has first obtained the written consent of Disclosing Party to do so;
- (b) prevent third parties from gaining access to the Confidential Information; and
- (c) deliver and surrender to Disclosing Party upon request all records of Confidential Information held by it.

7.4 Disclosure Required

The Recipient may disclose Confidential Information if required to do so by a Government Agency or any law or court order, or the rules of any applicable securities exchange after first





giving notice to Disclosing Party and after taking all practicable steps to cooperate with Disclosing Party to prevent the disclosure to the maximum extent permitted by law.

7.5 Permitted Disclosure

Each party may disclose Confidential Information to any of its employees, contractors, or advisers on a need to know basis as long as each such recipient is bound by an obligation of confidence substantially the same as contained in this Agreement. The parties may also provide affected Customers with details of any subsisting fault or disruption in a service.

8. Intellectual Property Rights

8.1 Ownership of Intellectual Property Rights

- (a) All Intellectual Property Rights which are owned by either party as at the date of this Agreement will at all times remain owned by that party exclusively and nothing in this Agreement may be construed as transferring outright the ownership of the Intellectual Property of one party to another.
- (b) Except as expressly provided, nothing in this Agreement confers on the Partner any right or interest in, or licence to use, SiteMinder's Intellectual Property Rights.

8.2 Partner undertakings

The Partner acknowledges and agrees:

- (a) all software in the SiteMinder Interface (**Software**) is Confidential Information of SiteMinder and the Partner must not use or disclose any Confidential Information without SiteMinder's prior written consent;
- (b) it will not attempt to assign, transfer, lease or rent any SiteMinder intellectual property to any third party;
- (c) it will not attempt to modify or create any derivative work of the SiteMinder Software;
- (d) it will not remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the SiteMinder Software;
- (e) it will not reverse assemble, disassemble, reverse engineer or otherwise attempt to derive source code, the underlying ideas, algorithms, structure or organisation of the SiteMinder Software; and
- (f) it will indemnify and hold SiteMinder harmless from all claims of whatever nature and howsoever arising made by any third party arising from any improper,





unlawful or unauthorised use or dealing by the Partner of the SiteMinder Software.

8.3 Licence to use Hotel Data

To the extent that it has any proprietary interest in any Hotel Data, the Partner grants SiteMinder the right to use the Hotel Data for its commercial purposes and in order to perform its obligations under this Agreement.

9. Warranties

9.1 Partner warranties

The Partner represents and warrants to SiteMinder that:

- (a) it is the owner of and holds all proprietary interest in all Intellectual Property Rights subsisting in the Connection Interface and the Partner's database;
- (b) use of the Connection Interface and Hotel Data contemplated by this Agreement will not infringe the Intellectual Property Rights of any third party.

9.2 SiteMinder warranties

SiteMinder represents and warrants to the Partner that:

- (a) it is the owner of and holds all proprietary interest in all Intellectual Property Rights subsisting in the SiteMinder Interface and the SiteMinder database;
- (b) use of the SiteMinder Interface and Hotel Data contemplated by this Agreement will not infringe the Intellectual Property Rights of any third party.

9.3 No further warranties

Except as expressly provided in this Agreement or by law, neither party gives any further warranty of any kind, whether express or implied.

10. Termination

10.1 Term and termination

This Agreement remains in force until terminated in accordance with this clause 10.

10.2 Termination





Either party may terminate this Agreement:

- (a) if the other party has committed a material breach of this Agreement and either:
 - (i) the breach is not remedied within 14 days of the date written notice of the breach is served on the breaching party; or
 - (ii) the breach is not capable of remedy.
- (b) if the other party suffers an Insolvency Event;
- (c) in accordance with clause 11.2, if a Force Majeure Event occurs;
- (d) by giving 90 days' written notice to the other party.

10.3 SiteMinder Termination

SiteMinder may terminate this Agreement immediately if:

- (a) the Partner fails to comply with its maintenance obligations under clause 3.2; or
- (b) either party suffers a change of Control.

10.4 Actions on termination

On termination of this Agreement:

- (a) all unpaid sums owing by each party will immediately become due and payable to the other party;
- (b) each party must immediately return to the other all of the other party's Confidential Information, all access codes and keys of any type and any other materials or information belonging to the other party or relating to its business.

10.5 Suspension by SiteMinder

SiteMinder may, in its absolute discretion, suspend this Agreement if the Partner fails to comply with the System Specifications, or if the Partner or a Customer floods the Connection Interface with data or otherwise causes SiteMinder's infrastructure to fail, or slows its functionality to any extent.

11. Force Majeure

11.1 No liability





Where any failure or delay by a party (**Affected Party**) in the performance of its obligations (excluding payment obligations) under this Agreement is caused, directly or indirectly, by a Force Majeure Event:

- (a) the Affected Party must as soon as practicable give the other party written notice of that fact;
- (b) the Affected Party is not liable for that failure or delay; and
- (c) the Affected Party's obligations under this Agreement is suspended, to the extent to which they are affected by the relevant Force Majeure Event, for the duration of the Force Majeure Event.

11.2 Termination for Force Majeure Event

If the Force Majeure Event continues for more than 30 consecutive days and while it continues, either party may terminate this Agreement by giving written notice to the other.

12. Limitation of liability

12.1 No Consequential Loss

Unless expressly stated to the contrary in this Agreement, neither party is liable to the other for any Consequential Loss however caused in connection with or related to this Agreement or the otherwise in respect of the Services.

12.2 No implied terms

All terms, conditions or warranties which may be implied into this Agreement are excluded to the fullest extent permitted by law.

12.3 Resupply of Services

Where legislation implies in 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 is deemed to be included. The liability of SiteMinder for any breach of such condition or warranty is limited, at the option of SiteMinder, to one or more of the following:

- (a) if the breach relates to goods:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of such goods;





- (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
- (iv) the payment of the cost of having the goods repaired; and

(b) if the breach relates to services:

- (i) the supplying of the services again; or
- (ii) the payment of the cost of having the services supplied again.

12.4 Limitation of liability

- (a) SiteMinder's total aggregate liability in respect of all claims made under this Agreement (including in respect of any claims in tort or negligence) is limited to the total Fees paid by SiteMinder in the preceding month.

13. General

13.1 No assignment

Neither party may assign, charge or deal with any its rights and obligations under this Agreement or attempt or purport to do so, without the prior written consent of the other party, which must not be unreasonably withheld or delayed.

13.2 Notices

- (a) A notice or other communication required or permitted to be given by one party to another must be in writing and:
 - (i) delivered personally;
 - (ii) sent by pre-paid mail to the address of the addressee specified in this Agreement;
 - (iii) sent by facsimile transmission to the facsimile number of the addressee with acknowledgment of receipt from the facsimile machine of the addressee; or
 - (iv) sent by email to an email address previously used or advised by the other party.
- (b) A notice or other communication is taken to have been given:
 - (i) If delivered personally, immediately upon delivery;





- (ii) if mailed, on the second Business Day after posting;
- (iii) if sent by facsimile before 4pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt; or
- (iv) if emailed, on the date sent, unless the recipient is able to demonstrate that the email failed to be delivered.

(c) A party may change its address for service by giving notice of that change in writing to the other parties.

(d) The parties' respective contact details for notification under this Agreement are as set out in the Parties section above.

13.3 Governing law and jurisdiction

This Agreement is governed by the laws of New South Wales, Australia and each party irrevocably submits to the nonexclusive jurisdiction of the courts of New South Wales.

13.4 Further assurance

Each party will from time to time do all things (including executing all documents) necessary or desirable to give full effect to this Agreement. Each party acknowledges that it has obtained legal advice, or had the opportunity to obtain legal advice, in connection with this Agreement.

13.5 Variation

Except to the extent expressly provided in this Agreement, this Agreement may not be amended or varied except in writing signed by both parties.

13.6 Counterparts and facsimile signatures

- (a) This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
- (b) The transmission by a party:
 - (i) by email, fax or other electronic means of an executed copy of this Agreement; or
 - (ii) the electronic execution and transmission by any generally accepted and secure means of affixing electronic signatures,





will be deemed proof of signature of the original for the purposes of constituting a binding agreement between the parties, and the signed copy or electronic copy so transmitted will be deemed the original for the purposes of this Agreement.

13.7 Attorneys

Each attorney and any other individual executing this Agreement on behalf of a party warrants that he or she has full and proper authority to do so and is not aware of any revocation or suspension of the relevant power of attorney or other authorisation.

13.8 Whole agreement

This Agreement including its Schedules supersedes all oral and written communications by or on behalf of any of the parties in relation to the subject matter of this Agreement.

13.9 No reliance on warranties and representations

In entering into this Agreement, each party acknowledges that:

- (a) it has not relied on any warranty or representation (whether oral or written) in relation to the subject matter of this Agreement other than as expressly stated in this Agreement; and
- (b) it has relied entirely on its own enquiries in relation to the subject matter of this Agreement.

13.10 Survivability

- (a) Subject to any provision to the contrary, this Agreement will enure to the benefit of and be binding upon the Parties and their successors, trustees, permitted assigns or receivers but will not enure to the benefit of any other persons.
- (b) The covenants, conditions and provisions of this Agreement which are capable of having effect after the expiration of this Agreement will remain in full force and effect following the expiration of this Agreement.

13.11 Severance

If any part of this Agreement is legally unenforceable, this Agreement does not include it. The remainder of this Agreement continues in full force.

13.12 No merger

Nothing in this Agreement merges, extinguishes, postpones, lessens or otherwise prejudicially affects any right, power or remedy that SiteMinder may have against the Partner or any other person at any time.





13.13 Relationship

This Agreement does not create any relationship of partnership or employment, franchise, joint venture or agency between the Parties.





SCHEDULE 1

Part A – Channel Product Name

Convergent International Travel Development Co. , Ltd

Part B – Build Specifications

1. Build Specifications

- (a) SiteMinder will provide the Partner with the Welcome Pack.
- (b) The Partner must build the Connection Interface to the SiteMinder Interface within 60 days of receipt of the Welcome Pack. SiteMinder may terminate this Agreement by issuing an email to the Partner if the build is not completed within the 60 day period.
- (c) The Partner must build the Connection Interface, in accordance with the specifications found at:

<https://siteminder.atlassian.net/wiki/display/SITECONNECT/Home>

2. Maintenance

- (a) Each party must ensure that the connection between the Connection Interface and the SiteMinder Interface is maintained so that it is fully operational at least 99.5% of the time in any given month.
- (b) Where the Partner transmits any ARI or update which contains an error, SiteMinder will remit a rejection notice. The Partner must remedy the error prior to resubmitting the data to the Connection Interface.
- (c) The Partner must notify SiteMinder of any scheduled maintenance at least one week in advance. Unscheduled maintenance should only occur to rectify emergency outages, and be undertaken to ensure minimal disruption to the system.



SiteConnect



SCHEDULE 2 - FEES

1. Certification Fee

The Partner must pay a certification fee of USD 2,500.00 in respect of the certification carried out for the Customer's API or Connection Interface as a prerequisite to SiteMinder engaging its development team, and for any upgrade or enhancement.

2. Maintenance and support Fee

The Partner must pay SiteMinder a quarterly maintenance fee calculated relative to the number of reservation bookings made in the previous quarters follows, subject to a minimum fee of USD 500.00 being payable each quarter:

Fee = USD 1 for each reservation booking delivered for all reservations that originated from the Channel Partner's system and any affiliate or third party system to whom the Channel Partner supplies a web or XML interface

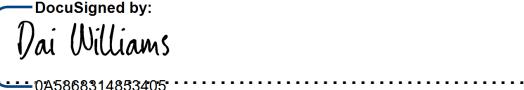
The first Maintenance Support and Processing fee will be invoiced 3 months after the Connection Interface goes live with the first property and is payable within 7 days from the date of the invoice.





SIGNED AS AN AGREEMENT on 2018年3月4日 | 20:53 PST
2018

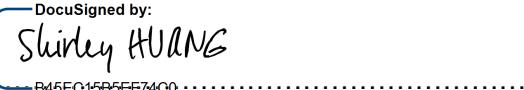
Signed for and on behalf of **Online Ventures Pty Ltd** by its authorised signatory who warrants by their signature that they are authorised to bind the company, before the following witness:

DocuSigned by:

0A5868314883405.....

Authorised Signatory Signature

Dai williams
.....
Authorised Signatory Name (Print)

Signed for and on behalf of **Partner** by its authorised signatory who warrants by their signature that they are authorised to bind the company, before the following witness:

DocuSigned by:

B46E015B5EF7400.....

Authorised Signatory Signature

Shirley HUANG
.....
Authorised Signatory Name (Print)



