

1. PURPOSE AND APPLICATION

- 1.1. This Agreement is a Security Agreement for the purposes of the PPSA.
- 1.2. If more than one person comprises the Purchaser those persons contract jointly and severally for themselves and each other.

2. SUPPLY OF GOODS

Escape Room Games and the Purchaser agree that Escape Room Games will sell to the Purchaser, and the Purchase will buy from Escape Room Games, the Goods, pursuant to the terms of this Agreement. The Purchaser may place an order with Escape Room Games for additional Goods.

3. PURCHASE PRICE

- 3.1. The Purchase Price is exclusive of GST and all other taxes, duties or government charges levied in respect of the Goods except to the extent that they are expressly included in the Purchase Price.
- 3.2. There is no right of set-off in respect of any claims against Escape Room Games.
- 3.3. The Purchaser may update the Price List from time to time.

4. USE OF GOODS

- 4.1. The Purchaser warrants that it will use its best endeavours to ensure that it, and its customers:
 - 4.1.1. adheres to all applicable Laws in relation to the use of the Goods; and
 - 4.1.2. adheres to all safety requirements outlined by Escape Room Games in the Prison Pods Safety & Instructions Manual and in the use of the Goods.
- 4.2. The Purchaser indemnifies Escape Room Games against any claims arising out of or connected with the operation of its business and the use of the Goods.
- 4.3. The Purchaser warrants that it will only use the Goods in the Location, and will not sell the Goods to any entity not based in the Location.

5. PAYMENT

- 5.1. In consideration of the provision of the Goods, the Purchaser will pay the Purchase Price to Escape Room Games.
- 5.2. The Purchase Price payable by the Purchaser under this clause 5 will be paid to the Purchaser on the Payment Terms.

6. DEFAULT IN PAYMENT

- 6.1. Escape Room Games may charge interest on overdue amounts at the rate provided for by section 2 of the Penalty Interest Rate Act 1983 (Vic), plus 2% compounded daily from the date of due payment until the date of payment in full of the overdue amount, plus interest.
- 6.2. The Purchaser will pay to Escape Room Games upon demand all costs and expenses incurred by Escape Room Games as a result of any delay in payment.

7. WARRANTIES

- 7.1. To the extent permitted by Law, all guarantees, warranties, undertakings, or representations expressed or implied, whether arising by statute or otherwise, which are not given in this Agreement are expressly excluded.
- 7.2. To the full extent permitted by Law:
 - 7.2.1. Escape Room Games will not be liable in any circumstances for any Loss or damage (including Consequential Loss) to the Purchaser or any property or third party whatsoever arising out of or connected with this Agreement or the provision of the Goods;
 - 7.2.2. The Purchaser shall indemnify Escape Room Games against any claims arising out of or connected with this Agreement or the provision of the Goods; and
 - 7.2.3. The Purchaser must take all reasonable steps to limit its liability to its customers who use the Goods, including adhering to the requirements in the Prison Pods Safety & Instructions Manual and ensuring its customers understand the requirements under the Prison Pods Safety & Instructions Manual.

8. PERSONAL PROPERTY SECURITIES ACT 2009

- 8.1. The Purchaser acknowledges and agrees that:
 - 8.1.1. this Agreement constitutes a Security Agreement under the PPSA which creates a Security Interest in favour of Escape Room Games over the assets of the Purchaser;
 - 8.1.2. Escape Room Games may, without notice to the Purchaser, register its Security Interest over the Purchaser as it deems appropriate on the Register;
 - 8.1.3. the Security Interest is not discharged nor the Purchaser's obligations affected by the administration of the Purchaser.
- 8.2. To the extent the Law permits, the Purchaser waives its rights to receive any notice that is required by any provision of the PPSA (including a Notice of Verification Statement) or any other Law before Escape Room Games or a Receiver exercises a right, power or remedy.

9. FORCE MAJEURE

- 9.1. Neither party will be liable for any delay or failure in the performance of any obligation or the exercise of any right under this Agreement or for any Loss or damage if such performance or exercise is prevented or hindered in whole or in part by reason of a Force Majeure Event.
- 9.2. Nothing in this clause excuses payment of any money due or which becomes due under this Agreement.

10. CONFIDENTIALITY

- 10.1. Information supplied by a party to the other party is confidential except to the extent that it becomes public knowledge (other than by breach of this Agreement), and will not be disclosed to a third party without the written consent of the party who originally supplied the information, or as required by Law.

- 10.2. The Purchaser acknowledges that the Goods are supplied for use as part of a game, and the release of information relating to the game, other than in the course of marketing, may cause harm to Escape Room Games. The Purchaser warrants that it will use its best endeavours to ensure it, and its customers, keep confidential the information relating to the Goods and the game.

11. DISPUTE

- 11.1. If a dispute arises under this Agreement, the party claiming that a dispute has arisen must give notice to the other party specifying the nature of the dispute.
- 11.2. Once a notice is given in accordance with clause 11.1, the parties will attempt to negotiate a resolution in good faith.
- 11.3. If a dispute persists for more than 14 days, either party can refer the dispute to mediation before a mediator to be appointed by the Australian Commercial Disputes Centre. The costs of mediation will be shared by the parties equally.
- 11.4. Save for seeking urgent interlocutory or injunctive relief, neither party may issue court proceedings in relation to a dispute arising in connection with this Agreement until resolution by mediation has been attempted.

12. WAIVER

A single or partial exercise or waiver of a right relating to this Agreement will not prevent any other exercise of that right or another right.

13. GOVERNING LAW

- 13.1. This Agreement is governed by and construed in accordance with the laws of Victoria, Australia and the parties submit to the jurisdiction of the Victorian courts.
- 13.2. Nothing in this Agreement is intended to exclude, restrict or modify rights which the Purchaser may have under any Law.
- 13.3. If any provision of this Agreement is invalid under any Law, that provision is enforceable to the extent that it is not invalid, and if it is not possible to give that provision any effect at all, then it is to be severed from this Agreement and the remainder of this Agreement will continue to have full force and effect.

14. SPECIAL CONDITIONS

If there is any inconsistency between the Special Conditions (if any) and any other provision of this Agreement, the Special Conditions will take precedence to the extent of the inconsistency.

15. GUARANTEE

The Guarantors jointly and severally guarantee the performance of the Purchaser's obligations under this Agreement, and indemnify Escape Room Games against any Loss (including Consequential Loss) or damage arising out of or connected with this Agreement or the provision of the Goods.

16. INTELLECTUAL PROPERTY

- 16.1. Escape Room Games retains ownership of all IPR owned or made available by it relating to the Goods and Materials.
- 16.2. Escape Room Games grants the Purchaser a non-transferable, non-exclusive licence to the IPR and Materials to use the Goods in the Location.
- 16.3. Except as permitted under the *Copyright Act 1968* (Cth), no part of the Materials may be reproduced, stored in a retrieval system, communicated or transmitted in any form or by any means without prior written permission of Escape Room Games.
- 16.4. Any improvements and or developments made to the IPR relating to the Goods by the Purchaser after the date of this Agreement shall be the property of Escape Room Games and Escape Room Games shall have the sole exclusive right to seek, obtain and or maintain intellectual property protection in respect of such improvements notwithstanding that the Purchaser may have contributed to the development of those improvements.
- 16.5. The Purchaser shall not attempt to, by reverse-engineering, disassembling or any other method, recreate the Goods.

17. ENTIRE AGREEMENT

These terms, together with the Cover Page, represent the entire agreement between the parties in relation to the sale of the Goods and supersedes all prior discussions, negotiations, understandings and agreements in relation to those Goods.

18. NOTICES

- 18.1. A notice, consent, approval or other communication (each a 'notice') under this Agreement must be signed by or on behalf of the person giving it, addressed to the person to whom it is to be given and transmitted by email to that person's address.
- 18.2. A notice given to a person in accordance with this clause is treated as having been given and received, upon receipt of a correct and complete transmission report, on the day of transmission if a Business Day, otherwise on the next Business Day.
- 18.3. For the purposes of this clause the address of a person is the address set out in items 2 and 3 of the Cover Sheet or another address of which that person may from time to time give notice to each other person.

19. INTERPRETATION

Unless otherwise inconsistent with the context:

Agreement means the agreement between Escape Room Games and the Purchaser for the ongoing supply of Goods as constituted by the Cover Page and the Terms and Conditions;

Business Day means a day other than a Saturday, Sunday, or Public Holiday in Melbourne, Victoria, Australia;

Consequential Loss means loss of revenue, profits or business opportunity and any form of consequential, special, indirect, punitive or exemplary loss or damages;

Escape Room Games means Escape Room Games Pty Ltd ACN 609 074 964 and/or any related corporations, including any assignee or transferee;

Force Majeure Event means a circumstance which is beyond the reasonable control of the effected party;

Goods means the Goods contained in item 4 of the Cover Sheet;

GST has the meaning prescribed to it in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) (as amended);

Guarantors means the people contained in Item 8 of the Cover Sheet;

IPR means includes all copyright, patents, trademarks, service marks, trade names, domain names, social media identifiers, designs, whether registered or unregistered;

Law means any relevant federal, state or local statute, ordinance, rule, regulation or standard as amended from time to time;

Location means the state of New South Wales;

Loss means any liability, including any loss, claim, damage, demand, injury or death, and any penalty imposed by a statutory or other authority;

Materials means all in-game images, terms and conditions, journal content, puzzles, game clues, schematics, maps, diagrams, 3D printed designs, audio briefing, background soundtrack, desk art, postcard art, calendar art, cell layout, overall format of the experience, briefing sheets and training manuals for the use of the Prison Pod;

Payment Terms means the terms set out in Item 6 of the Cover Sheet;

PPSA means the Personal Property Securities Act 2009 (Cth);

Price List means the price list for the Goods attached to this Agreement;

Prison Pods Safety & Instructions Manual means the instruction manual provided to the Purchaser by Escape Room Games for the operation of the Goods;

Proceeds, Purchase Money Security Interest, Register, Registration, Security Agreement, Security Interest and **Verification Statement** have the meanings prescribed to them in the PPSA;

Purchaser means the person or entity contained in Item 3 of the Cover Sheet;

Purchase Price mean the Purchase Price payable in Item 5 of the Cover Sheet;

Special Conditions means the Special Conditions contained in item 7 of the Cover Sheet; and

Terms and Conditions means the provisions of this document.