BC GATEWAYS

Terms and Conditions

AGREEMENT dated   **between:**

1. **[INSERT, Legal name, registered address, ABN],**

2. **BC Gateways Pty Ltd , 10 Shelley Street Sydney NSW 2000, ABN 87 624 873 490 of (BC Gateways).**

1. PURPOSE

a) These Terms and Conditions create a contract between BC Gateways and **Insert (Company Name)** ("the Agreement"). **Insert (Company Name)** agrees to these Terms and Conditions. This document in conjunction with the BC Gateways Privacy Policy and Acceptable Use policy constitute the entire terms and conditions and should be read as such.

2. DESCRIPTION OF SERVICE

a) This Agreement governs the use of BC Gateways' services including via the excel add-in application ("Services"), which can be used to upload and distribute structured data and associated documents and download the same with a high degree of accuracy due to its use of a hybrid Blockchain, within a known community.

b) BC Gateways provides an Application to manage the actions undertaken by users and interface with the exchange. The Application also contains a hash function and a private Blockchain wallet. This Application uploads and downloads the data templates and documents to the cloud based central exchange server. A fully automated process via an API is available to support processing as is the use of the excel add-in application.

c) BC Gateways reserves the right to add or change features to the service, Application and central exchange server from time to time.

d) The service is available 24 hours a day and may be accessed from anywhere in the world.

e) The service utilises Blockchain which as a core function provides authentication as to the accuracy of the data and documents distributed via the service. This authentication is carried out via the BlockTree function and ensures that subscribers to data can verify the authenticity of the data uploaded by publishers.

f) BC Gateways takes no liability for the accuracy of the data uploaded by

publishers.

3. PUBLISHER RIGHTS

a) On becoming a member of the BC Gateways community by agreeing to these Terms and Conditions and installing the Application, users have the following rights:

    I.   to upload and download data and documents.

    II.   to upload and publish utilising BC Gateways excel add-in application.

    III.   to publish data and supporting documents to individual users, a limited number of users or the entire BC Gateways community by using the approved templates provided by BC Gateways in accordance with the directions for their completion.

    IV.   to control access to that data and documentation to individual users, a limited number of users or the entire BC Gateways community.

    V.   to invite new users to join the community on the BC Gateways service for the purpose of enabling them to publish and/or subscribe to published data. New invitees will be required to complete the client onboarding process and comply with these T&Cs prior to obtaining access to the service.

b) Publishing data to individual users, or a limited number of users may incur a fee as per the Fee Schedule at ***Annex Z***.

4. SUBSCRIBER RIGHTS

a) Right to subscribe to data made public on the Exchange subject to the Fee Schedule at ***Annex Z.***

b) Right to receive data to which they have been granted specific permission to receive as a member of the BC Gateways community.

c) Right to invite new users to join the community on the BC Gateways service for the purpose of enabling them to publish and/or subscribe to published data. New invitees will be required to complete the client onboarding process and comply with these T&Cs prior to obtaining access to the service.

d) Right to use the data in internal systems and processes.

5. USAGE RESTRICTIONS

a) Each Application is an account and can sustain a number of sub accounts. The number of sub accounts must not exceed the number prescribed by BC Gateways.

b) Each member of the community is responsible for the management of their Application and associated installation. That installation requires adherence to certain technical and business-based preconditions and ongoing monitoring by the user.

c) Data and documents may only be published using the appropriate data template for that data type.

d) Neither templates nor data sets may be amended by users acting in isolation or in concert with other users.

e) All data must be of a type and format consistent with the directions for the completion of the appropriate data template.

f) No transmission is to exceed the maximum size and/or number of attachments as directed by BC Gateways from time to time.

g) Subscribers intending to make the data available externally either directly as data or as part of another product or service must first gain approval from BC Gateways and comply with any subsequent agreement. For the avoidance of doubt, these terms and conditions do not limit Insert (Company Name)'s use of any Insert (Company Name) data that has been uploaded to the BC Gateways service.

h) The resale of data subscribed to is prohibited without the express written consent of BC Gateways

6. OWNERSHIP OF DATA

a) The data distributed using the BC Gateways exchange and Apps always remains the property of the publisher.

b) By using the BC Gateways platform publishers grant BC Gateways the right to charge subscribers for access to their data.

c) BC Gateways takes no responsibility for the data or its accuracy. The use of the algorithm and hybrid blockchain provides a high degree of immutability and that integrity should be checked by the publisher and subscriber to

ensure that there has been no corruption between point of upload and point of download. The results of these checks are logged in the BlockTree function.

7. FEES

a) BC Gateways reserves the right to amend methods of payment for its service. The fees are set out in the Fee Schedule at Annex Z.

8. AUDIT

a) BC Gateways retains the right to count the elements of data published and subscribed to in order to price the service and manage the platform.

b) BC Gateways may confirm usage of the service by requesting Insert (Company Name) to provide a print-out report specifying use of the service, on 10 business days notice.

9. TERM

a) Insert (Company Name) is bound to these Terms and Conditions and Terms of Usage from the time it downloads the Application to its system whether on a discreet server within its control or to a cloud based facility until such time as the Application or subsequent versions of the Application are decommissioned.

b) Should the Application be subsequently used for the publishing or subscription of data or utilised for messaging purposes the Terms and Conditions will be deemed to be effective from the date the notice of cessation.

10. INDEMNIFICATION

a) Except for a third party claim arising directly out of BC Gateways willful tortious misconduct, Subscriber shall defend, indemnify and hold harmless ("Indemnify") BC Gateways, its affiliates and their respective Third Party Suppliers against all claims, actions, proceedings, suits, and threats of these ("Claims") and pay all damages, losses, liabilities, costs, asonable attorneys' fees, and expenses which BC Gateways, its affiliates or their respective Third Party Suppliers suffer or become obligated to pay a third person, arising out of or related to Subscriber's and its Affiliates breach of this Agreement or (ii) use BC Gateways Services.

b) BC Gateways, its affiliates and their respective third party suppliers, disclaim any and all warranties and representations, express or implied, including any warranties of merchantability or fitness for a particular purpose or use with regard to the any data published by member of the BC Gateways community.

c) BC Gateways, its affiliates and their respective third party suppliers shall not be subject to any damages or liability with respect to the adequacy, accuracy, correctness, timeliness or completeness, reliability or otherwise of the data published by member of the BC Gateways community. BC Gateways, its affiliates and their respective third party suppliers, do not warrant that the services provided pursuant to this agreement will be uninterrupted or error-free.

11. LIMITATION OF OUR LIABILITY

a) To the fullest extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or service or any content on it, whether express or implied.

b) We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
   i) use of, or inability to use, our site; or

   ii) use of or reliance on any content displayed on our site.

   iii) In particular, we will not be liable for:
   iv) loss of profits, sales, business, or revenue; business interruption;

   v) loss of anticipated savings;
   vi) loss of business opportunity, goodwill or reputation; or

   vii) any indirect or consequential loss or damage.

12. CONFIDENTIALITY

a) During the term of this Agreement, each of the Parties may obtain or be given access to certain confidential or proprietary data, records, materials, information and trade secrets relating to another Party's business operation. Parties may only disclose such information to other parties on the following basis;
   i) The "Disclosing Party" provides approval for such disclosure, or

   ii) The information is required to be disclosed to a governmental agency or is required by any subpoena or summons, order or judicial process; provided that the Party required to make such disclosure shall notify the other Party immediately of any such subpoena, summons, order or judicial process and will reasonably avail themselves of all legally available confidentiality procedures to limit the scope, nature and extent of required disclosure and impose confidentiality obligations as permitted by law or regulation upon those to whom any Confidential Information is disclosed.

b) Except as permitted in Section 12(a), Upon termination of this Agreement, each Party, at the request of the other Party, promptly will return to the other or destroy all Confidential Information provided under or in connection with this Agreement, including all copies, portions and summaries thereof. Notwithstanding the foregoing sentence, a Party may retain one copy of each item of Confidential Information for purposes of identifying and establishing its rights and obligations under this Agreement, for archival or audit purposes and/or to the extent required by applicable law; provided, however, that in either case all such Confidential Information retained by either Party will:

   i) be retained solely for the purposes of legal requirements to retain those records pursuant to applicable laws.

   ii) and remain subject to the provisions of this Section 12 for so long as it is so retained.

c) Data published into the public blockchain is excluded from the definition of 12(a), and will remain within the BC Gateway system subsequent to the termination of this agreement.

13. GENERAL PROVISIONS

a) The parties may amend this Agreement at any time by agreement in writing, through electronic or other direct communication between the parties, and any such amendments, will be prospectively binding on the parties effective ninety (90) days from the date of such agreement. Insert (Company Name)'s use of the service after the effective date of any such amendment shall constitute Insert (Company Name)'s ratification of, and agreement to, any such amendment. In the event that Insert (Company Name) objects to such amendment, then Insert (Company Name) shall be entitled to terminate this agreement by providing a thirty (30) days' prior written notice to BC Gateways.

b) This Agreement, together with any schedules and exhibits, constitutes the entire agreement between the Parties hereto with respect to its subject matter. This Agreement supersedes all previous Agreements between the Parties with respect to the subject matter of this Agreement. There are no oral or written collateral representations, agreements, or understandings except as provided herein. This Agreement may be signed in counterparts, with the same effect as if the signature on each counterpart were upon the same instrument.

c) This Agreement shall bind and inure to the benefit of each Party's successors and permitted assigns. Neither Party may assign any of its rights or obligations under this Agreement (by operation of law or otherwise) without the prior written consent of the other Party, except that BC Gateways may assign this Agreement to an affiliate or successor- in-interest without obtaining consent.

d) The Subscriber acknowledges and agrees that:

    I.   this Agreement is an arm's-length agreement between the Subscriber and BC Gateways;
    II.   Subscriber is capable of evaluating and understanding the pricing data;
    III.   BC Gateways, is not responsible for the price being published;
    IV.   BC Gateways is not assuming any obligation to the Subscriber with respect to any price;
    V.   BC Gateways is not providing any opinion on any price;
    VI.   BC Gateways has not provided any legal, accounting, regulatory or tax advice with respect to any price.

e) This agreement is not intended to create any contractual relationship between parties using the BC Gateways service.

14. GOVERNING LAW AND JURISDICTION

a) This Agreement shall be governed by and construed in accordance with the law of of New South Wales, Australia and the parties agree to submit to the jurisdiction of Australian Courts.