

AG DRONES PTY LTD (ACN 666 450 568)

TERMS AND CONDITIONS: PRODUCTS, AFTERMARKET PARTS AND SOFTWARE

These Terms and Conditions (**Terms**) constitute a legally binding contract between the customer (**You/Your**) and AG Drones Pty Ltd (ACN 666 450 568) trading as Droneland Australia (**Us/We/Our**) and apply to the ordering, purchase, fulfilment, installation and delivery of the Products, Aftermarket Parts and Software (together, the **Drone Products**) from Our Website. By placing an order for the Products, Aftermarket Parts and Software from Us and signing the Quote provided by Us, You agree to these Terms. Please read the following terms and conditions carefully before placing your order.

We may change these Terms at any time. We will make every effort to communicate these changes to you via email or notification via Our Website.

1. SUPPLY OF PRODUCTS, AFTERMARKET PARTS AND SOFTWARE

- 1.1. We agree to sell and You agree to purchase the Products, Aftermarket Parts and Software subject to the terms and conditions contained herein.

2. ORDERING, PAYMENTS AND RETURNS OF DRONE PRODUCTS

- 2.1. You can request a Quote for Drone Products by contacting Us either by phone, in person or by following the instructions provided on Our Website.
- 2.2. You acknowledge that an order for the Drone Products will not be placed unless and until You are provided with a Quote, You sign the Quote and You pay the amount specified in the Quote.
- 2.3. We reserve the right to change the Price of any component of the Drone Products as set out in the Quote, including any associated fees, at any time without notice to You.
- 2.4. You acknowledge that We use a third-party provider to process payments, who may collect and hold personal information about You for the purposes of payment. We do not accept responsibility for any loss or damage suffered in relation to any data breaches resulting from the action or inaction by the third party.
- 2.5. Our available payment methods will be presented at the time of providing you with the Quote.

- 2.6. We retain ownership of and a proprietary interest in the Drone Products set out in the Quote until We receive payment in full and Your order is deemed to be accepted by Us only once We process the payment for the Drone Products and any associated fees.

- 2.7. We reserve the right to refuse to sell the Drone Products to You and may cancel Your order at any time prior to the dispatch of the Drone Products.

- 2.8. You agree to rely on Your own knowledge and expertise in selecting any Drone Products for Your intended purpose and acknowledge that any assistance provided by Us shall in no way constitute the provision of advice concerning fitness for purpose or suitability of the Drone Products for Your intended purpose.

- 2.9. Drone Products are not returnable (unless We agree to do so in writing and prior to the order being accepted in accordance with clause 2.6). If We elect to take back any Drone Product it must be in as new and saleable condition and upon terms agreed. A re-stocking fee of not less than 20% of the total amount paid by You in acquiring the Drone Products, as set out in the Quote, will apply.

- 2.10. We may refuse to accept the return of a custom made item and the acceptance of any return for a custom made item is solely in our absolute discretion.

3. CANCELLATION OF ORDERS

- 3.1. We reserve the right to cancel, at any time before delivery and for whatever reason, an order that We have previously accepted

pursuant to clause 2.6. We may do so in situations including but not limited to where:

3.1.1. Our supplier is unable to supply to Us the Drone Products that they have previously undertaken to supply;

3.1.2. an event beyond Our control, such as fire, storm, flood, earthquake, terrorism, power failure, war, strike, pandemic, governmental action, or failure of computer systems means that We are unable to supply the Drone Products within a reasonable time;

3.1.3. the Drone Products ordered were subject to an error on Our Website, for example in relation to the description of the Drone Products that was not discovered prior to the order being accepted;

3.1.4. You ask Us to cancel Your order and We agreed to do so; or

3.1.5. for any other reason whatsoever as determined in Our absolute discretion.

3.2. Where We have cancelled Your order after the order has been accepted in accordance with clause 2.6, You will be notified of the cancellation of that order and

3.3. We will refund You any money paid in respect to that order.

4. DELIVERIES OF PRODUCTS

4.1. Products are delivered Australia wide.

4.2. A Delivery Fee will be applied in relation to the delivery of the Drone Products.

4.3. All risk and title in the Drone Products passes to You on the date and time of delivery of the Drone Products to the delivery address provided by You.

4.4. A signature will be required by You, or Your authorised personnel, to confirm delivery of the Drone Products.

4.5. We aim to deliver your Drone Products within five (5) business days of the acceptance of Your order. This excludes public holidays.

5. INSTALLATION OF AFTERMARKET PARTS

5.1. The Price of the Products does not include the installation and commissioning of Aftermarket Parts.

5.2. You acknowledge that the addition of Aftermarket Parts will result in the warranty of the Product being voided on and from the date of the installation of the Aftermarket Parts.

5.3. Installation of Aftermarket Parts may incur additional pricing and fees including but not limited to the cost of the Aftermarket Parts plus Our services related to installation.

6. SOFTWARE

6.1. In the event that the Product requires Software for functionality, We will provide you with a one (1) year Software subscription for access to the Software necessary to use the Product. The cost of the one (1) year Software subscription will be included in the Price (**Initial Licence Period**)

6.2. You acknowledge that the Software used to utilise the Products is supplied by a third party provider. We do not accept responsibility for any loss or damage suffered in relation to any data breaches resulting from the action or inaction by the third party.

6.3. All Software will be supplied by a third party provider and is subject to that provider's end user licence agreement, privacy policy and terms of service and Our role is limited to facilitating the provision of that Software to You.

6.4. After the Initial Licence Period has lapsed, You must subscribe to continue to use the Software and You will be required to pay a software licence fee as determined by the third party provider.

7. REPORTS AND DATA PROCESSING

7.1. Reporting and Data Processing will only be provided as requested and at Our sole and absolute discretion.

7.2. Any Reporting and Data Processing that is provided will be based on accepted theory and practice from the information available to Us.

- 7.3. Data Processing will be provided at an additional Price to You. This will be outlined to You when requested. The Price will be based on the production of images on a per image basis.
- 7.4. You are responsible for providing Us with the appropriate SD Card for Us to provide You with the Data Processing and resubmit it to You once complete.
- 7.5. The raw data (images) that You provide to us will be processed into a report and exported to You for Your records.

8. GOODS AND SERVICES TAX

- 8.1. All amounts expressed in these Terms are exclusive of GST unless otherwise stated.
- 8.2. We will charge You, in addition to the Price and any other fees or charges imposed by Us pursuant to these Terms, and You agree to pay, an amount equal to any GST that is payable by Us in connection with the supply of the Drone Products.

9. EXCLUSION AND LIMITATION OF LIABILITY

- 9.1. To the extent permitted by law, We and Our employees, contractors or agents accept no liability arising out of delivery or non-delivery of the Products, the installation and use of Aftermarket Parts, the use of the Software or otherwise by virtue of these Terms, whether arising at law, in equity or by virtue of any statute including without limitation, any spoilage or damage that may arise as a result of the delivery process.
- 9.2. Subject always to clause 9.1, to the extent that We shall have liability arising out of the performance or non-performance of the supply of the Products, Aftermarket Parts or Software or otherwise by virtue of these Terms, however determined, Our liability shall be limited to, as we determine:
 - 9.2.1. the cost of supplying the Drone Products again;
 - 9.2.2. the payment of the cost of having the Drone Products supplied again;
 - 9.2.3. the cost of any work performed in relation to the installation of Aftermarket Parts; or

9.2.4. the cost of the Software for the Initial Licence Period.

- 9.3. We make no representation as to fitness or suitability of any Products, Aftermarket Parts or Software for any purpose.
- 9.4. You agree to use and or apply the Products, Aftermarket Parts and Software in accordance with all standards and regulations, with all the manufacturer's recommendations and directions as well as with sound commercial practice and in the knowledge that it is delicate equipment and may be susceptible to adverse conditions (such as heat, dust, rain, cold, contaminants, chemicals, fuels, etc) and or mishandling.
- 9.5. Nothing in this clause 9 shall be read or applied so as to purport to exclude, restrict or modify, or have the effect of excluding, restricting or modifying, the application of all or any of the provisions of the *Competition and Consumer Act 2010* (Cth) or any relevant State or Territorial Act which by law cannot be excluded, restricted or modified.

10. QUALITY OF GOODS

- 10.1. We warrant that the Drone Products as at the time of delivery to You:
 - 10.1.1. conform to the description specified in the Quote; and
 - 10.1.2. comply with all other relevant laws and regulations which may apply to the manufacture of the Drone Products, from time to time.

11. INTELLECTUAL PROPERTY

- 11.1. You must not copy, use, or reproduce Our Intellectual Property, without Our prior written consent.
- 11.2. You undertake and agree not to contest the validity and the ownership of Our Intellectual Property.

12. INSURANCE

- 12.1. If required to do so by law, or if We otherwise determine, We will hold current and maintain all relevant insurance(s).

12.2. You warrant to Us that You hold, and will maintain, such policies of insurance as You are required to hold by law in relation to your use of the Drone Products.

13. FORCE MAJEURE

13.1. If performance of any obligation arising under these Terms is prevented or delayed, wholly or in part, by reason of an act of nature, or the consequence thereof including, but not limited to, fire, flood, pandemic, epidemic or other causes beyond the control of Us or You, either or both of Us or You may:

13.1.1. perform these Terms (or the unperformed part thereof) within a reasonable time from the removal of the cause preventing or delaying performance; or

13.1.2. rescind unconditionally, and without liability, the Terms (or the unperformed part thereof).

14. DISPUTE RESOLUTION

14.1. Subject to clause 9.2, if a dispute between Us and You arises out of, or relates to, the Terms, including with respect to a breach or termination of the Terms, but not including a dispute arising as a result of Your failure to comply with Your obligations under clause 9 of these Terms, Us and You expressly agree to take all reasonable steps to resolve the dispute through Appropriate Dispute Resolution, unless and until Us and You otherwise agree in writing.

14.2. Either Us or You, as a party to these Terms, may take action in relation to a dispute otherwise than in accordance with clause 14.1, if the party taking action reasonably believes, having regard to that party's situation and the nature of the dispute, that resolution of the dispute cannot be achieved through compliance with clause 14.1, in which case that party shall provide written notice to the other party stating:

14.2.1. that the party proposes to take action pursuant to clause 14.2; and

14.2.2. the basis for the party's reasonable belief that the dispute cannot be achieved through compliance with clause 14.1.

14.3. If a party to a dispute for the purposes of this clause 14 takes action pursuant to clause 14.2, and a court or tribunal determines that the belief of that party with respect to its compliance with clause 14.1 is or was not reasonable having regard to that party's situation and the nature of the dispute, that party is deemed to consent to the making of an appropriate order for costs as against the party on the application of the other party to the dispute.

15. TERMINATION

15.1. Either Us or You may terminate these Terms immediately by notice in writing upon the occurrence of a Terminating Event.

15.2. It is a Terminating Event if:

15.2.1. a party commits a breach of an essential term of these Terms and that breach:

15.2.1.1. cannot be remedied; or

15.2.1.2. can be remedied, but is not remedied by the defaulting party within 14 days after the other party gives the defaulting party notice of the breach.

15.2.2. a party stops or suspends, or threatens to stop or suspend, payment of all its debts generally, is or becomes unable to pay its debts as and when they fall due for payment, or becomes unable to pay its debts within the meaning of the *Corporations Act 2001* (Cth);

15.2.3. a party enters into, or resolves to enter into, an arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them;

15.2.4. an application or order is made, proceedings are commenced, a resolution is passed or proposed in a notice of meeting, or other steps are taken against or in respect of a

party for its winding up, deregistration or dissolution;

15.2.5. a receiver, receiver and manager, administrator, trustee or similar official is appointed over the assets or undertakings of a party, an application or order is made for the winding up or dissolution of a party, or a resolution is passed or any steps are taken to pass a resolution for the winding up;

15.2.6. dissolution of a party, except for the purpose of amalgamation or other reconstruction which has the other party's consent; or

15.2.7. there is a change in the control of You, or You close or dispose of all or a substantial part of Your business, other than where a change of control results in a related body corporate (as defined in the *Corporations Act 2001* (Cth)) obtaining control of You or ownership of Your business.

15.3. In the event of termination of these Terms pursuant to this clause 15, You agree to pay Us the Price for all work undertaken by Us in connection with the Products as at the date of termination, and any payment received by Us pursuant to this clause does not exclude or limit any other rights We may have arising from the termination of these Terms.

16. MISCELLANEOUS

16.1. A waiver of, or failure by Us to enforce, a right arising under these Terms by Us does not affect any other of Our rights, whether arising under these Terms or otherwise.

16.2. If any clause of the Terms is invalid or unenforceable in any jurisdiction it is to be read down for the purposes of that jurisdiction so as to enable it to be valid and enforceable and otherwise, and to the extent of any invalidity, shall be severed without effecting, to the extent possible, the validity and enforceability of the remaining clauses of the Terms.

16.3. The Terms contains the entire Terms between Us and You with respect to its subject matter and supersedes all prior communications, arrangements, conduct and/or agreements.

16.4. The Terms shall be governed by, and construed in accordance with, the laws for the time being in force in the state of Victoria and Us and You submit to the non-exclusive jurisdiction of the courts of that State.

16.5. Unless otherwise stated in the Terms, any clause of the Terms which expressly, or by implication from its nature, is intended to continue, will survive the expiration or termination of the Terms.

16.6. The Terms may be varied at any time at Our sole and absolute discretion.

16.7. We reserve all our rights to the extent that they are not reserved by the Terms.

16.8. To the extent that these Terms constitutes a consumer contract or small business contract, We will only enforce a contract term to these Terms to the extent that it may be reasonably necessary to protect Our legitimate commercial interests.

17. INTERPRETATION

17.1. In the Terms, unless the context otherwise requires:

Aftermarket Parts means the part/s You have ordered from the Parts List on Our Website or some other part which We have agreed to source, customise or create as a bespoke addition to the Product;

Appropriate Dispute Resolution has the meaning defined in the *Civil Procedure Act 2010* (Vic) which, for the avoidance of doubt, shall apply as if a civil proceeding, for the purposes of that Act, were on foot;

Delivery Fee means the fee set out in the Quote;

GST has the meaning defined in the GST Act;

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

Intellectual Property means all present and future rights to industrial and intellectual property including, without limitation, any inventions and improvements (including for example Aftermarket Parts), trade marks (whether registered or common law trade marks), design, copyright, moral right, any corresponding property rights under the Laws of any jurisdiction and any rights in respect of an invention, discovery, trade secret, secret

process, know-how, concept, idea, information, process, data or formula, techniques, and confidential information of a party;

Our Website means <https://www.droneland.au/>

Price means any fee which We may charge pursuant to these Terms and as specified in the Quote;

Product/s means the product/s You have ordered from the list of products available to purchase on Our Website or some other product/s which We have agreed to provide to You;

Quote means the quote provided to You by Us setting out the particulars of the Products, Aftermarket Parts and Software that You require, including all associated fees;

Software includes but is not limited to those items of software that are listed on Our Website;

Terminating Event means an event specified in clause 15 of the Terms;

Us / We / Our means AG Drones Pty Ltd (ACN 666 450 568) and/or its associated entities; and

You / Yours means the customer.

DRONELAND AUSTRALIA CONTRACTING PTY LTD (ACN 674 921 763)

TERMS AND CONDITIONS: CONTRACT PILOTING

These Terms and Conditions (**Terms**) constitute a legally binding contract between the customer (**You/Your**) and Droneland Australia Contracting Pty Ltd (ACN 674 921 763) (**Us/We/Our**). Your use of the Flying Services is governed by these Terms and You agree to be bound by these Terms. You agree to these Terms. Please read the following terms and conditions carefully before placing your order.

We may change these Terms at any time. We will make every effort to communicate these changes to you via email or notification via Our Website.

1. SUPPLY OF FLYING SERVICE/S

- 1.1. We agree to supply to You and You agree to engage Us to supply to You the Flying Services subject to the terms and conditions contained herein.

2. ENGAGING US TO SUPPLY FLYING SERVICE/S

- 2.1. You can request a Quote for Flying Services by contacting Us either by phone, by email, in person or by following the instructions provided on Our Website.
- 2.2. You acknowledge that a Booking will not be accepted unless and until You are provided with a Quote, You sign the Quote and You pay the amount specified in the Quote.
- 2.3. The Quote will be valid for fourteen [14] days from the date listed on the Quote.
- 2.4. We reserve the right to change the Fees associated with any component of the Flying Service/s as set out in the Quote, including any associated fees, at any time without notice to You.
- 2.5. You acknowledge that We use a third-party provider to process payments, who may collect and hold personal information about You for the purposes of payment. We do not accept responsibility for any loss or damage suffered in relation to any data breaches resulting from the action or inaction by the third party.
- 2.6. Our available payment methods will be presented at the time of providing You with the Quote.

- 2.7. We reserve the right to refuse to complete the Booking and may in Our sole and absolute discretion decide to cancel or postpone Your Booking at any time including cancellation for bad weather events and Pilot unavailability.

- 2.8. Should Your Booking be postponed by Us for whatever reason, You acknowledge and agree that any deposits or amounts paid by You are not refundable.

- 2.9. Should Your Booking be cancelled by Us for whatever reason, We shall determine in Our sole and absolute discretion whether to refund you for the Fees paid either in full or in part.

- 2.10. Should You cancel a Booking, You acknowledge and agree that any deposits or amounts paid by You are not refundable.

3. CONDITIONS AND USE OF PILOTS

- 3.1. You acknowledge and agree that in order to supply You with the Flying Services We will be engaging the Pilots to fly the Product/s.

- 3.2. You must provide Us with complete and accurate information about the Flying Services You require in the Booking so that We can provide a clear and accurate scope of works to the Pilot.

- 3.3. You agree to allow the Pilot to have full access to the Product/s so that they can fly the Product/s and undertake the Flying Service/s.

- 3.4. You agree to provide Us with any assistance required and access to any site(s) as required for the Pilot to undertake the Flying Services.

- 3.5. You must not utilise Our Flying Services or instruct Our Pilots in any way that is inconsistent with the Booking and it is your

sole responsibility to ensure that any instruction does not breach or contravene any legislation, rule, regulation, proclamation or by-law, whether Commonwealth, State, Territorial or local including but not limited to CASA as amended from time to time.

3.6. Any act or omission resulting in any loss and/or damage suffered by any party, including third parties, whatsoever is Your sole responsibility and You will hold Us harmless to any claim, defect, or fault that has been caused by Your act or omission.

3.7. Our Pilots will fly the Product/s during regular Business Hours on Business Days, excluding Public Holidays unless as otherwise agreed with Us.

4. FERTILISING, SPRAYING AND SEEDING SERVICES

4.1. Should Our Flying Service/s require any materials, for example fertilisers, chemicals or seeds, You acknowledge and agree that You will be wholly responsible for:

4.1.1. securing the supply of those materials, storing them and procuring the correct quantity required; and

4.1.2. complying with all necessary legal obligations associated with the use of these materials including but not limited to holding an Agricultural Chemical User Permit, evidence of which shall be provided to Us at the time of making the Booking.

4.2. Notwithstanding anything above, We may in our sole and absolute discretion determine that we will not accept the use of certain materials including but not limited to specific pesticides, herbicides, insecticides, fungicides, fertilisers, seeds or any other produce that we deem as inappropriate.

4.3. You are responsible for providing Our Pilots with the correct dosage and applicable rates of fertilising, spraying and seeding that need to occur on Your property and for confirming whether the weather conditions are appropriate for the spreading of fertiliser, spray or seed. We take no responsibility for any costs, loss or damage in connection with the materials You have provided including but

not limited to spray drift on neighbouring properties.

4.4. Notwithstanding the above, We in our sole and absolute discretion may decide to postpone a fertilising, spraying or seeding service due to poor weather conditions or Pilot illness.

5. FEES

5.1. Fees for the Flying Service/s are as outlined in Your Quote.

5.2. We reserve the right to change the Fees at any time. We will notify You of any changes.

5.3. All Fees quoted are inclusive of GST.

5.4. You must pay Us the Fees set out in the Quote to confirm the Booking

5.5. We may withhold Your access to our Flying Services or outcomes of the Flying Services until the Fees are paid in full.

6. EXCLUSION AND LIMITATION OF LIABILITY

6.1. To the extent permitted by law, We and Our employees, contractors or agents accept no liability whatsoever arising out of the use of Our Pilots, the Flying Services, the Products and/or the use of any chemicals, fertilisers or seeds during the provision of the Flying Services or otherwise by virtue of these Terms, whether arising at law, in equity or by virtue of any statute including without limitation, any spoilage or damage that may arise as a result of using the Flying Services.

6.2. If, without any fault on Our Pilot's behalf, the Product(s) are used in an unauthorised way by You (such as for example, providing unsolicited chemicals for spraying) and/or You fail to observe the instructions for chemical use to spray causing any defect or damage to the Product(s), You or your property, then You will have no right to have the defect or damage cured or recover any loss suffered in that regard.

6.3. Nothing in this clause 6 shall be read or applied so as to purport to exclude, restrict or modify, or have the effect of excluding, restricting or modifying, the application of all or any of the provisions of the *Competition and Consumer Act 2010* (Cth) or any relevant

State Act or Territorial Ordinance which by law cannot be excluded, restricted or modified.

- 6.4. You acknowledge that if you wish to operate any of the Product(s) that you do so at your own risk, and will hold Us harmless of any claim, defect, or fault that has been caused by You as a result.

7. DATA PROCESSING

- 7.1. Our Flying Service/s includes one (1) initial mapping mission which will be undertaken by Our Pilot once a Booking has been made.
- 7.2. The cost of the initial mapping mission is specified in the Quote.
- 7.3. Data Processing will only be provided as requested and we reserve the right to engage an affiliate entity to supply the Data Processing services required.
- 7.4. Any Data Processing that is provided will be based on accepted theory and practice from the information available to Us and Our Pilots.
- 7.5. Data Processing will be provided at an additional Fee to You. This will be outlined to You when requested.
- 7.6. You are responsible for providing Us with the appropriate medium to store the Data Processing results, such as a SD Card, so that We can resubmit it to You once complete. We take no responsibility for the accuracy or otherwise of the data provided to Us by You for Data Processing.
- 7.7. We will process the results of the reports generated as the raw data (images) for mapping missions.
- 7.8. We will provide a Proof of Placement to indicate the flight routes and where spray / seeding / fertilising has taken place. This data will be exported to You for Your records in accordance with the storage medium provided pursuant to clause 7.6.

8. INTERPRETATION OF RESULTS

- 8.1. We will provide You with raw and uninterpreted data only that is captured for the purposes of the particular Flying Service/s You require.

- 8.2. We and Our Pilots will not accept responsibility for any variations on any interpreted data and/or its quality, accuracy and the scope of Our engagement as set out in the Booking does not include any form of advice whatsoever.

9. INSURANCE

- 9.1. We hold, and will maintain, such policies of insurance as required by law.
- 9.2. If required to do so by law or if We otherwise determine, We will maintain insurance in respect of:
 - 9.2.1. public liability in the amount of not less than AUD\$20 million;
 - 9.2.2. products liability in the amount of not less than AUD\$20 million; and
 - 9.2.3. professional indemnity insurance in the amount of up to AUD\$20 million per claim.

10. INTELLECTUAL PROPERTY

- 10.1. All Intellectual Property Rights in relation to anything produce by Us in carrying out the Flying Services will be retained by Us.
- 10.2. Upon full payment of the Fees by You, We will grant a perpetual, royalty free, non exclusive and non transferable licence to You to use our Intellectual Property for Your internal purposes or purposes communicated in writing to Us at the time of making the Booking.
- 10.3. If applicable, You grant Us a perpetual , royalty free, non exclusive and non transferable licence to use Your trademark, business name and other mark or logo, media containing Our footage for marketing and promotional activities to indicate You as a current or past customer of Ours, unless otherwise advised. We are free to make mention of the work for Our marketing purposes.

11. TERMINATION

- 11.1. Either Us or You may terminate these Terms immediately by notice in writing upon the occurrence of a Terminating Event.

11.2. It is a Terminating Event if:

- 11.2.1. a party commits a breach of an essential term of these Terms and that breach:
 - 11.2.1.1. cannot be remedied; or
 - 11.2.1.2. can be remedied, but is not remedied by the defaulting party within 14 days after the other party gives the defaulting party notice of the breach.
- 11.2.2. a party stops or suspends, or threatens to stop or suspend, payment of all its debts generally, is or becomes unable to pay its debts as and when they fall due for payment, or becomes unable to pay its debts within the meaning of the *Corporations Act 2001* (Cth);
- 11.2.3. a party enters into, or resolves to enter into, an arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them;
- 11.2.4. an application or order is made, proceedings are commenced, a resolution is passed or proposed in a notice of meeting, or other steps are taken against or in respect of a party for its winding up, deregistration or dissolution;
- 11.2.5. a receiver, receiver and manager, administrator, trustee or similar official is appointed over the assets or undertakings of a party, an application or order is made for the winding up or dissolution of a party, or a resolution is passed or any steps are taken to pass a resolution for the winding up;
- 11.2.6. dissolution of a party, except for the purpose of amalgamation or other reconstruction which has the other party's consent; or
- 11.2.7. there is a change in the control of You, or You close or dispose of all

or a substantial part of Your business, other than where a change of control results in a related body corporate (as defined in the *Corporations Act 2001* (Cth)) obtaining control of You or ownership of Your business.

- 11.3. In the event of termination of these Terms pursuant to this clause 11, You agree to pay Us the Price for all work undertaken by Us in connection with the Products as at the date of termination, and any payment received by Us pursuant to this clause does not exclude or limit any other rights We may have arising from the termination of these Terms.

12. DISPUTE RESOLUTION

- 12.1. If a dispute between Us and You arises out of, or relates to, the Terms, including with respect to a breach or termination of the Terms, but not including a dispute arising as a result of Your failure to comply with Your obligations under clause 6 of these Terms, Us and You expressly agree to take all reasonable steps to resolve the dispute through Appropriate Dispute Resolution, unless and until Us and You otherwise agree in writing.
- 12.2. Either Us or You, as a party to these Terms, may take action in relation to a dispute otherwise than in accordance with clause 12.1, if the party taking action reasonably believes, having regard to that party's situation and the nature of the dispute, that resolution of the dispute cannot be achieved through compliance with clause 12.1, in which case that party shall provide written notice to the other party stating:
 - 12.2.1. that the party proposes to take action pursuant to clause 12.2; and
 - 12.2.2. the basis for the party's reasonable belief that the dispute cannot be achieved through compliance with clause 12.1.
- 12.3. If a party to a dispute for the purposes of this clause 12.2 takes action pursuant to clause 12.2, and a court or tribunal

determines that the belief of that party with respect to its compliance with clause 12.1 is or was not reasonable having regard to that party's situation and the nature of the dispute, that party is deemed to consent to the making of an appropriate order for costs as against the party on the application of the other party to the dispute.

13. FORCE MAJEURE

13.1. If performance of any obligation arising under the Terms is prevented or delayed, wholly or in part, by reason of an act of nature, or the consequence thereof including, but not limited to, fire, flood, pandemic, epidemic or other causes beyond the control of Us or You, either or both of Us or You may:

13.1.1. perform the Terms (or the unperformed part thereof) within a reasonable time from the removal of the cause preventing or delaying performance; or

13.1.2. rescind unconditionally, and without liability, the Terms (or the unperformed part thereof).

14. CONFIDENTIALITY

14.1. A Party must not disclose, or use for a purpose other than contemplated by these Terms, any Confidential Information,

14.2. A Party may disclose any Confidential Information:

14.2.1. To the other Parties to these Terms;

14.2.2. In enforcing these Terms or in a proceeding arising out of or in connection with these Terms;

14.2.3. If required under any law or under a procedure for discovery in any proceedings;

14.2.4. To a Party's financiers, consultants or legal advisors, provided that the financiers, consultants or legal advisors have given undertakings to maintain the confidentiality of the Confidential Information; or

14.2.5. With the prior written consent of the other Parties.

15. MISCELLANEOUS

15.1. A waiver of, or failure by Us to enforce, a right arising under the Terms by Us does not affect any other of Our rights, whether arising under the Terms or otherwise.

15.2. If any clause of the Terms is invalid or unenforceable in any jurisdiction it is to be read down for the purposes of that jurisdiction so as to enable it to be valid and enforceable and otherwise, and to the extent of any invalidity, shall be severed without effecting, to the extent possible, the validity and enforceability of the remaining clauses of the Agreement.

15.3. The Terms contains the entire Terms between Us and You with respect to its subject matter and supersedes all prior communications, arrangements, conduct and/or agreements.

15.4. The Terms shall be governed by, and construed in accordance with, the laws for the time being in force in the state of Victoria and Us and You submit to the non-exclusive jurisdiction of the courts of that State.

15.5. Unless otherwise stated in the Terms, any clause of the Terms which expressly, or by implication from its nature, is intended to continue, will survive the expiration or termination of the Terms.

15.6. The Terms may be varied at any time by notice in writing to You.

15.7. We reserve all our rights to the extent that they are not reserved by the Terms.

16. INTERPRETATION

16.1. In the Agreement, unless the context otherwise requires:

Booking means communications from You requesting Us to provide Flying Services pursuant to the Quote;

Business Days means Monday to Friday

Business Hours means 9am to 5pm.

Confidential Information means all trade secrets and knowhow, financial information and other commercially valuable information of whatever description and in whatever form, including, without limitation, information that;

is by its nature confidential, is designated by a Party as confidential, the recipient knows or ought to know is confidential, or is "personal information", that is, information or an opinion, whether true or not and whether recorded in a material form, about a natural person whose identity is apparent or can be readily ascertained from the information or opinion.

Data Processing includes the production of raw data (images) for mapping missions and Proof of Placement which indicate the route paths of the drone flights.

Equipment means X

Fees means those fees expressly set out in the Quote and calculated based on a day rate having regard to;

- (a) the time required by the Pilot;
- (b) the work conducted by the Pilot;
- (c) the use of Equipment;
- (d) the travel time;
- (e) the risk assessed during the initial mapping mission of the site and any other hazards; and
- (f) in relation to Data Processing, the images produced.

Flying Service/s includes:

- (a) spraying (and the use of any chemicals);
- (b) spreading and seeding;
- (c) topographic mapping;
- (d) crop health;
- (e) weed mapping;
- (f) pest and predator tracking; or
- (g) for any other service as agreed with Us from time to time.

GST has the meaning defined in the GST Act

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

Our Website means <https://www.droneland.au/>

Party means either You or Us.

Pilots include those individuals engaged by us directly, or through a third party to complete the Flying Service/s, and who hold all required accreditation pursuant to the laws that govern the piloting of drones including the Civil Aviation Safety Authority (**CASA**) or such other professional authority, association or regulator as required from time to time as the case may be;

Product/s means the product/s you have ordered from the list of products available to purchase on Our Website or some other product/s which We have agreed to provide to You;

Proof of Placement means all the storing of all flight logs and chemical spray book logs.

Quote means the quote provided to You by Us setting out the particulars of the contract piloting engagement including all associated fees;

Us / We / Our means Droneland Australia Contracting Pty Ltd (ACN 674 921 763) and/or its associated entities; and

You / Yours means the customer.