Services Agreement

Synthesis Technologies Pty Ltd
(ACN 620 274 786)

and

Minimal Studios Pty Ltd – Mr Nathan Rashleigh
(ABN 34 635 160 182/)

Date: 20 March 2020

Contents

1.1. Contents i

1.2. Contract Details 1

1.3. Terms 4

Introduction 4

1. INTERPRETATION 4

2. GENERAL 6

3. SERVICE ORDERS 7

4. SUPPLY OF SERVICES 7

5. PROTECTION OF INFORMATION SYSTEMS 8

6. COMPANY PROPERTY 9

7. WORKING FOR COMPETITORS 9

8. INFORMATION AND RECORDS 10

9. PAYMENT AND GST 10

10. INTELLECTUAL PROPERTY 11

11. CONFIDENTIALITY 12

12. WARRANTIES 13

13. LIABILITY AND INSURANCE 13

14. TERM AND TERMINATION 14

15. DISPUTE RESOLUTION 15

16. PRIORITY 15

17. GENERAL 16

18. GOVERNING LAW AND JURISDICTION 16

Signing Page 17

Contract Details

1. Parties		
	Name	**Synthesis Technologies Pty Ltd**
	ACN	**603 765 537**
	ABN	**52 603 765 537**
	Address	Suite 502 Level 5, 140 Bourke Street, Melbourne VIC 3000 AUSTRALIA, PO BOX 24435 Melbourne VIC 3001 AUSTRALIA ("**the Company**")
	Name	**Minimal Studios Pty Ltd**
	Address	11 Campden Court Brookfield 4069 QLD ("**the Provider**")
2. Term	2-month project, commencing 30 March 2020 and concluding 22 May 2020, subject to (a) any extension of this Term agreed in writing between the parties; and (b) earlier termination of this Agreement in accordance with its terms.	
3. Services	The services to be provided to the Company under this Agreement are described in each relevant Service Order and/or as set out below: **Refer to Annex A – Statement of Work**	
4. Services Requirements	The service requirements are described in each relevant Service Order and/or as set out below: **Refer to Annex A – Statement of Work**	
5. Fees and payment terms	The rates and charges are described in each relevant Service Order and/or as set out below:	

No	Milestone	Criteria for achievement	Payment Date	Milestone Payment (AUD and ex. GST)
1	**Synth Maps** **Australian Army -Distributed LiDAR Capture and Process**	Delivery of Scoping and design	**30/04/2020**	$13,000 AUD

2		• Perform the lead role for all development associated with the project • Performing development activities as required	**30/05/2020**	$16,250 AUD

Subject to the "Exceptions" section below, all correctly rendered and verified invoice amounts shall be payable within 30 days following the achievement of each milestone described above to the reasonable satisfaction of the Company.

If additional Services are to be provided, or if the above Services are to be modified, then a new Service Order will be entered into. The Fees for the additional or modified Services shall, unless agreed by the parties to the contrary, be calculated on a similar basis to those above.

In the case of additional Services, correctly rendered and verified invoices shall, subject to the "Exceptions" section below, be payable:

(a) by the dates specified in the relevant Service Order; or

(b) if no such dates are specified, within 30 days of the end of the month in which the invoices have been received by the Company.

Exceptions

The Provider acknowledges that the Services, or part of them (**Third Party Services**), are to be provided on behalf of the Company to a third party client of the Company (**Third Party Client**). Payment of each invoice of the Provider which relates to Third Party Services is conditional upon payment being received by the Company from the Third Party Client in respect of the Third Party Services provided. Payment of each invoice of the Provider will therefore be made at the later of (a) the due date for payment described above; or (b) 30 days after the date that the Third Party Client pays the Company for the corresponding Third Party Services.

If the Third Party Client fails to pay an amount owing to the Company in respect of the Third Party Services delivered by the Provider, and if that amount cannot be collected by the Company (for whatever reason), or is written off as a bad debt by the Company, then the corresponding invoice or amounts owing by the Company to the Provider will equally be forgiven by the Provider.

6. Key People

- **Mr Nathan Rashleigh**

7. Insurances	● Public Liability and Professional Indemnity insurances are required over the life of the project. ● The minimum amount of coverage is $5,000,000 AUD for both.
8. Contract Managers	the Company: Mr. Craig Williams. the Provider: Mr Nathan Rashleigh
Date of Agreement	The date indicated on the front page

Terms

Introduction

A. The Company carries on the Business.

B. The Company wishes to engage the Provider to supply the Services.

C. The Provider agrees to supply the Services on the terms and subject to the conditions set out in this Agreement.

It is agreed

1. INTERPRETATION

1. In this Agreement, unless otherwise indicated by the context:

(a) **Agreement** means this Agreement, the Contract Details, any Service Order and any schedule or annexure;

(b) **Associate** means an "associate" of a person as determined by section 318 of the *Income Tax Assessment Act 1936 (Cth)*;

(c) **Business** means the offering of goods and services relating to 3D mapping for desktop, browser, mobile; 3D virtual worlds for simulation and gaming including mixed, augmented, and virtual reality; or real-time social and commercial situational awareness social networks based on geospatial data;

(d) **Business Day** means a day that is not a Saturday, Sunday or public holiday or bank holiday in Canberra, ACT;

(e) **Commencement Date** means the date of this Agreement;

(f) **Competitor** means any person who competes with the Business or any product or service offered by the Company as part of the Business.

(g) **Confidential Information** means any information provided by the Company to the Provider, or otherwise obtained by the Provider, whether obtained before or after execution of this Agreement, relating to the Company, the Services or this Agreement.

1 It does not include information which:

(ii) is in or becomes part of the public domain, other than through a breach of this Agreement or breach of an obligation of confidence owed to the Company; or

(iii) was known to the Provider at the time of disclosure, unless the Provider's knowledge arose through breach of an obligation of confidence; or

(iv) the Provider can prove by contemporaneous written documentation was independently acquired or developed without breaching any of the obligations set out in this Agreement.

(h) **Contract Details** means the "Contract Details" section of this Agreement.

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

(j) **Developed Intellectual Property** means Intellectual Property that is discovered, developed or has otherwise come into existence as a result of, for the purposes of, or in connection with the performance of the Services or this Agreement.

(k) **GST** means the goods and services tax as provided for by the GST Law;

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

(m) **GST Law** means the GST Act and any associated legislation including without limitation delegated legislation;

(n) **Insolvency Event** means:

(i) a person becomes insolvent, bankrupt, is wound up, or has an administrator, liquidator, receiver or other official manager appointed over it or its assets; or

(ii) anything that reasonably indicates that there is a significant risk that a person is or will become unable to pay its debts as and when they fall due.

(o) **Intellectual Property** all present and future rights, title and interests in and to inventions, know-how, patents, patent applications, registered and unregistered trade marks, service marks, registered and unregistered designs, copyrights, circuit layouts, domain names, internet addresses, computer programs, confidential information, trade secrets, trade or business names and brand names.

(p) **Key Performance Indicators** means the key performance indicators set out in a relevant Service Order.

(q) **Loss** means any loss including any liability, cost, expense (including legal costs on a full indemnity basis), claim, proceeding, action, demand or damage.

(r) **Personnel** means any agents, officers, employees or contractors of a party.

(s) **Related Entity** has the same meaning as under the Corporations Act.

(t) **Representative** means any director, officer, employee, agent, contractor, subcontractor, adviser or Related Entity of a party.

(u) **Services** means the services described in section 3 of the Contract Details and in each Service Order.

(v) **Service Order** means a written document signed or agreed to in writing by the parties which sets out any new Services or particular Services which the Provider is to provide under this Agreement. This may include, without limitation, any brief, proposal or quote provided by the Provider and accepted in writing by the Company.

The initial Service Order shall be the description of the Services, and any Services Requirements, set out in sections 3 and 4 of the Contract Details.

(w) **Taxable Supply** has the meaning given to it in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

2. In this Agreement, unless otherwise indicated by the context:

(a) terms described in the Contract Details will have the meaning described therein;

(b) words importing the singular include the plural and vice versa;

(c) headings are for convenience only and do not affect interpretation of this Agreement;

(d) a reference to a clause, paragraph or schedule is a reference to a clause, paragraph or schedule of this Agreement;

(e) where any word or phrase is given a definite meaning in this Agreement, any part of speech or other grammatical form of that word or phrase has a corresponding meaning;

(f) an expression importing a natural person includes a body corporate, partnership, joint venture, association or other legal entity;

(g) a reference to a statute, statutory provisions or regulation includes all amendments, consolidations or replacements thereof;

(h) a reference to a party to a document includes that party's legal personal representatives, successors and permitted assigns;

(i) a covenant or agreement on the part of or for the benefit of two or more persons binds or benefits them jointly and severally; and

(j) a reference to a body, whether statutory or not:

(i) which ceases to exist; or

(ii) whose powers or functions are transferred to another body;

1 is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

2. GENERAL

1. This Agreement sets out the terms and conditions on which the Provider will provide the Services to the Company.

2. The appointment of the Provider as a service provider under this Agreement is non-exclusive. It does not restrict the Company's right to contract with other persons for the performance of services similar to the Services, or to perform any services itself.

3. SERVICE ORDERS

1. The Provider must provide the Services in accordance with the terms of this Agreement and any relevant Service Order setting out the Services to be provided.

2. Apart from the provision of Services described in sections 3 and 4 of the Contract Details (which must be commenced in accordance with the requirements described therein), the Provider must not commence provision of, or charge the Company for providing, any Services unless:

   (a) the parties have signed a Service Order setting out the Services to be provided by the Provider; or

   (b) the Company has given written confirmation to commence the provision of any Service under a Service Order.

3. The Company will only pay for any Services commenced in accordance with clause 3.2.

4. Without limiting the Company's right to terminate this Agreement or a Service Order in accordance with clause 14, the Company may cancel any of the Services or request that the Services be amended at any time upon written notice to the Provider.

5. Upon receipt of notice that the Company intends to cancel any of the Services, the Provider must take all reasonable steps to ensure that all forms of expenditure in relation to the cancelled services is either avoided or, if unavoidable, minimised.

4. SUPPLY OF SERVICES

1. The Provider must supply the Services:

   (a) exercising all due care, skill and judgment, in an efficient, professional and cost effective manner and in accordance with accepted professional and business practices;

   (b) in accordance with the Company's standards, operating principles, policies and procedures as notified to the Provider from time to time; and

   (c) in accordance with all reasonable directions of the Company.

2. The Provider must ensure that the Services are provided in accordance with the Services Requirements.

3. If any Key People are named in the Contract Details, the Provider must ensure that the Key People are directly involved in the provision of Services at all times. If the Provider engages any people other than the Key People to assist with the provision of the Services, their

engagement must be approved in writing by the Company and they must be supervised by and report directly to the Key People.

4. At all times during the term of this Agreement, the Provider must:

   (a) hold all authorisations, permits and licences required under any law to perform Services; and

   (b) comply with the requirements of all laws of any kind applying to the performance of Services.

5. The Provider must at all times act in a manner which is not likely to harm the Company, or the reputation of the Company.

6. The Provider must not subcontract the whole or any part of any Services without the Company's prior written consent.

7. Subject to clause 4.6, the Provider remains responsible for all subcontracted functions, responsibilities and obligations. The Provider will be liable for all acts, omissions, defaults and neglects of any subcontractor as if they were the Provider's acts, omissions, defaults or neglects.

8. The Company may at any time reduce the scope or volume of Services to be provided in any Service Order.

9. The Company may conduct periodic review of the provision of the Services (not more than once in any 12 month period), including without limitation the ability to audit the records of the Provider, to assess the Provider's performance, to seek improvements in the provisions of the Services and to resolve any issues that may arise. The Provider must cooperate in the review process, supply the Company with any documentation reasonably required by it and comply with all reasonable recommendations that result from the review.

10. If the Company considers, acting reasonably, that the Services, or any part of any Services, are not being performed to the required standard, the Company may, in addition to any other rights it has under this Agreement, cancel or discontinue such Services or engage a third party to provide such Services.

11. The Provider must immediately notify the Company in writing if it believes at any time that it is unlikely to be able to deliver any part of any Services by the date specified for delivery. The notice must contain detailed reasons for the anticipated delay and the Provider's best estimate of the expected delay. Notification will not relieve the Provider from any of its obligations under this Agreement.

12. If the Provider provides the Company with a notice under clause 4.11, or if any delay otherwise occurs in relation to the performance or delivery of the Services or any part of the Services, the Company may, in addition to any other rights it has under this Agreement, grant the Provider an extension of time to provide the Services the subject of the delay, cancel such Services or engage a third party to provide any such Services.

13. The Provider must meet all Key Performance Indicators set out in each Service Order. The Company will have regard to the Key Performance Indicators in any review it conducts of the

Provider's performance and the Provider must comply with any revised or additional Key Performance Indicators required by the Company as a result of any review.

5. PROTECTION OF INFORMATION SYSTEMS

1. If the Provider is given access to any of the Company's information technology systems to enable it to provide the Services, the Provider must:

   (a) take all reasonable care in utilising the information technology systems including all hardware, software and applications and observe all notified security procedures and work practices;

   (b) take all reasonable steps to ensure that it does not interfere with or disrupt or cause any damage to such systems; and

   (c) ensure that such systems are protected from unauthorised access, use, misuse, damage or destruction by any person having access to those systems through the Provider.

6. COMPANY PROPERTY

All information and materials that are made available to the Provider by the Company for the purposes of the Services (including any materials created or developed by the Provider as a result of or in connection with the Services) are the sole property of the Company.

7. WORKING FOR COMPETITORS

1. The Provider agrees that it shall not, and shall ensure that none of the Key People, or the Provider's or Key Peoples' Associates or Related Entities, directly or indirectly, on their own or through one or more intermediaries:

   (a) undertake any transaction, matter or activity for or with, provide goods or services to, or hold an investment in, a Competitor;

   (b) approach, solicit or canvass work, goods or services of a type that the Provider performed for the Company from any client or prospective client of the Company with whom the Provider had dealings as part of the Services; or

   (c) approach, solicit, induce or persuade an employee, contractor, supplier or agent of the Company to cease their engagement with the Company, or reduce the level of business they do with the Company.

2. The obligations of the Provider under clause 7.1 shall apply in the following territories:

   (a) Australia;

   (b) Victoria, the Australian Capital Territory, Queensland and New South Wales;

   (c) Canberra; Brisbane

(d) Sydney and Melbourne.

3. The obligations of the Provider under clause 7.1, when combined with each territory described in clause 7.2, shall apply during the term of this Agreement and for the following periods of time following termination of this Agreement:

   (a) 12 months;

   (b) 6 months;

   (c) 6 months;

   (d) 3 months.

4. The obligations of the Provider under clause 7.1, when combined with each territory described in clause 7.2, and then combined with each time period described in clause 7.3 shall constitute a separate and distinct obligation of the Provider. To the extent that any such obligation is unenforceable, then that unenforceable obligation shall be severed from this Agreement without affecting the enforceability of the other obligations.

5. The obligations of the Provider under this clause 7 shall not restrict the Provider from:

   (a) holding less than 5% of the issued shares in any entity listed on a stock exchange; or

   (b) undertaking any activity, matter or investment which is approved in writing by the Company.

6. The Provider acknowledges that the obligations of the Provider under this clause 7 are reasonable and necessary to protect the goodwill of the Company and to protect its Confidential Information and trade secrets. The Provider further acknowledges that if it were to breach its obligations under this clause 7 that this may cause irreparable harm to the Company, for which damages may not be an appropriate remedy. Consequently, the Provider consents to the Company seeking injunctive relief should the Company consider the Provider is in breach of this clause, or may breach this clause.

8. INFORMATION AND RECORDS

1. The Company may require the Provider to provide it with information concerning any aspect of the Services which the Company may require. The Provider must provide the information within 5 Business Days of receiving a request to do so.

2. The Provider must keep full records and documentation in relation to all Services in hard copy or accessible and readable electronic form. The Provider must do so during the term of this Agreement and for 7 years after this Agreement ends. On request by the Company, the Provider must make all documents and records relating to the Services available to the Company for inspection.

9. PAYMENT AND GST

1. The Company will pay the Provider the Fees for supplying the Services. The Fees will be payable by the time specified in Section 5 of the Contract Details or by any other time separately agreed in writing by the parties.

2. Unless otherwise agreed in writing, the Fees represent the total payment for the Services, and the Provider will not be entitled to receive any reimbursement from the Company for any expenses incurred by the Provider in supplying the Services.

3. The Company may withhold payment of any amount (or refuse to approve the release of any trust moneys to pay any amount) that it disputes in good faith until the dispute has been resolved.

4. This Agreement does not create a partnership, agency, fiduciary, employment or any other relationship, except the relationship of independent contracting parties as service provider and recipient, between the parties. No party is liable for an act or omission of the other party.

5. Payments made by the Company to the Provider are not wages or salary. The Provider will retain control of its Representatives and retain all rights, powers and responsibilities of an employer (if those Representatives are employees) under statute, common law or industrial awards. The Provider acknowledges that:

   (a) it is an independent and separate business and it is responsible for all costs associated with its business;

   (b) it is responsible for the payment of all income, profit and salary tax payable in respect of the payments received by it;

   (c) it is not entitled to payment from the Company of any annual leave, personal leave, severance pay, long service leave or any other entitlement which an employee has in respect of his or her employment; and

   (d) it must pay its employees and must make any taxation or other deductions required by law, and it is responsible for providing superannuation, sickness and leave benefits and workers' compensation cover in respect of its employees.

6. A party must pay GST on a Taxable Supply made to it under this Agreement, in addition to any consideration (excluding GST) that is payable for that Taxable Supply. It must do so at the same time and in the same way as it is required to pay the consideration for the Taxable Supply.

7. A party making a Taxable Supply to another party under this Agreement must issue a tax invoice to the other party, setting out the amount of the GST payable by that other party.

10. INTELLECTUAL PROPERTY

10.1 The Company's existing Intellectual Property

1 The Provider acknowledges and agrees that all Intellectual Property and other information that the Company provides or makes available to the Provider remains the property of the Company or its Related Entities or affiliates (as the case may be). The Provider must not use or disclose such Intellectual Property or information for any purpose other than for the purpose of performing its obligations under this Agreement.

10.2 Developed Intellectual Property

1 The Provider acknowledges and agrees that all Developed Intellectual Property will vest in, and is assigned to, the Company on creation. The Provider must, at its own expense, execute all documents and do all things necessary or desirable in the opinion of the Company to give effect to this clause, including obtaining as soon as possible and providing to the Company legally effective releases or assignments to the Company from any of the Provider's Representatives in respect of any Developed Intellectual Property.

10.3 Licence to use Developed Intellectual Property

1 The Company grants the Provider a personal, non-exclusive, non-transferable and non-assignable licence to use Developed Intellectual Property in connection with the performance of its obligations under this Agreement. No other right is given to the Provider or its Representatives to use any Developed Intellectual Property except in connection with the performance of the Provider's obligations under this Agreement.

10.4 The Provider's existing Intellectual Property

1 Subject to clause 10.2, the Company acknowledges and agrees that the Provider continues to own all of its Intellectual Property existing at the date of this Agreement, or coming into existence during the term of this Agreement separately to the performance of the Services.

10.5 Licence to use the Provider's existing Intellectual Property

1 If any material, matter or thing (including software, documentation or data) forming part of the Provider's Intellectual Property is incorporated in or attached to any Developed Intellectual Property, the Provider grants the Company a perpetual, irrevocable, transferable and royalty free licence (including the right to sub-license) to exercise all intellectual property rights in such material, matter or thing for the purpose of accessing, using, commercialising, reproducing and distributing the Developed Intellectual Property.

10.6 Moral rights

(a) The Provider agrees to procure the irrevocable consent of its officers, employees, contractors or agents not to enforce any and all moral rights that those individuals may have, presently or in the future, arising from the performance of the Services and/or the Developed Intellectual Property including by executing any written consent required by the Company in relation to those moral rights.

(b) Without limitation, the Provider warrants that the Company may:

(i) exercise any and all rights without identifying any person as the individual responsible for creating any particular material; and

(ii) modify, alter, adapt, distort or otherwise change any Developed Intellectual Property or material as permitted under this Agreement.

10.7 **No infringement**

1 The Provider must not infringe the Intellectual property rights of the Company or a third party in connection with providing the Services. The Provider continually indemnifies the Company against any Loss that the Company incurs or suffers, as a direct or indirect result of a breach of the Intellectual Property rights of the Company or a third party in connection with providing the Services.

11. CONFIDENTIALITY

1. Where the Provider receives Confidential Information from the Company, the Provider must:

(a) keep the Confidential Information confidential;

(b) not use, disclose or reproduce the Confidential Information for any purpose other than the purposes of this Agreement;

(c) not, without the Company's prior written consent, disclose Confidential Information to any person other than its Personnel who need the information for the purposes of this Agreement; and

(d) establish and maintain effective security measures to safeguard the Confidential Information from unauthorised access, use, copying or disclosure.

2. The Provider must ensure that its Personnel comply with the Provider's obligations of confidence as if personally bound by such obligations.

3. The Provider must immediately on demand, or on completion or termination of this Agreement, return to the Company, or destroy if requested by the Company, any documents in its possession, power or control containing Confidential Information.

12. WARRANTIES

1. The Provider warrants that:

(a) it has full corporate power to enter into and give effect to this Agreement and to complete the transactions contemplated by this Agreement;

(b) at the date of this Agreement, the execution, delivery and performance of this Agreement by it does not contravene any contractual, legal or other obligations that apply to it;

(c) it holds all licences, permits, consents and authorisations required under any law in relation to the provision of the Services and will continue to do so at all times during the term of this Agreement;

(d) that all information, representations, warranties and undertakings made or given by it to the Company, whether in any quotation, tender, correspondence, negotiations or otherwise, are true, complete and accurate in all respects; and

(e) any goods, equipment or materials provided by or used by it in connection with the Services will be of acceptable quality and fit for the purposes described in this Agreement or otherwise made known to it by the Company.

13. LIABILITY AND INSURANCE

1. The Provider indemnifies the Company against any Loss arising from:

(a) the costs of any un-accrued leave and other benefits and any penalties imposed on the Company under any relevant legislation in the event that this agreement is found to create an employment relationship between the Company and/or the Key People and/or any other Personnel of the Provider;

(b) any amounts incurred due to a breach or default of the Provider or its Representatives of this agreement, or anything that the Provider or its Representatives do or fail to do under or in connection with this agreement;

(c) any negligent or wrongful acts or intentional misconduct of the Provider or its Personnel; and

(d) personal injury, death or loss of or damage to real or personal property caused by the Provider or its Personnel,

except to the extent that the Loss was caused by or contributed to by the conduct of the Company or its Personnel.

2. The Provider must maintain adequate insurance to cover the Provider's obligations and liabilities under this Agreement, as set out in Item 7 of the Contract Details, or if Item 7 of the Contract Details is not complete, as agreed in writing with the Company. The Provider must provide the Company with evidence of all insurance maintained by the Provider relevant to this Agreement upon request.

14. TERM AND TERMINATION

1. This Agreement commences on the date on which it is signed by the parties and continues for the Term, unless terminated earlier in accordance with this Agreement, or automatically extended under clause 14.2.

2. Upon the conclusion of the Term, this Agreement shall continue until:

(a) terminated by a party under a separate provision of this Agreement; or

(b) terminated by a party providing the other party with no less than 10 Business Days written notice of termination.

3. The Company may, prior to the end of the Term, terminate this Agreement and/or any Service Order immediately by written notice if:

(a) the Provider commits a breach of this Agreement which cannot be rectified;

(b) the Provider fails to rectify a breach of this Agreement which can be rectified, within 7 days after receiving written notice to do so;

(c) the Provider works for a Competitor during the Term without the prior written consent of the Company;

(d) the Provider ceases, or indicates that it is about to cease, carrying on its business;

(e) there is a change in the person or persons in effective control of the Provider, including any change in the underlying beneficial ownership of the Provider;

(f) the Provider commits multiple or recurring breaches of this Agreement, whether or not remedied;

(g) the Key People or the Provider do an act, or cause an omission, which if the Key People or Provider were an employee of the Company, would constitute serious misconduct or provide grounds for summary dismissal by the Company;

(h) the Key People become unavailable to perform the Services for any reason; or

(i) the Provider is subject to an Insolvency Event.

4. The Company may terminate this Agreement or any Service Order at any time by giving the Provider written notice if the Company has reasonable grounds for believing that the Provider is incapable of performing the Services in accordance with this Agreement.

5. When this Agreement ends, whether by expiration of the Term or on earlier termination, the Provider must immediately cease its use of the Intellectual Property of the Company and return all of the Company's equipment, information, documents, records and other property used by it in the provision of the Services or otherwise in the Company's possession or control and the Company must make payment to the Provider for Services correctly performed before the date of termination.

6. Any clause of this Agreement that makes provision for continued operation or is intended to survive expiry or termination of this Agreement will survive the expiry or termination of this Agreement.

15. DISPUTE RESOLUTION

1. A party must not start court proceedings (except proceedings seeking interlocutory relief) in relation to a dispute arising in connection with this Agreement unless it has complied with this clause 15.

2. If a dispute arises under or in connection with this agreement, the parties agree to convene a meeting between the CEO of the Provider and the Company as soon as practicable after the dispute arises. The parties agree to negotiate in good faith to obtain a mutually agreeable resolution.

3. If the dispute is not resolved within 14 days of the meeting, or, if the parties have not convened a meeting within 21 days of the dispute arising, the parties agree to appoint an independent mediator to conduct a mediation located in Canberra, ACT, at an agreed time. The mediator must be a practising member of the ACT or NSW Bar.

4. The costs of the mediator are to be borne equally by the parties, unless agreed otherwise.

5. If, in relation to a Dispute, a party breaches any provision of this clause 15, the other parties need not comply with clause 15 in relation to that Dispute.

6. During a dispute, each party must continue to perform its obligations under this Agreement.

7. This clause 15 does not restrict or limit the right of either party to obtain interlocutory relief, or to immediately terminate this Agreement where this Agreement provides such a right.

16. PRIORITY

1. In the event of any inconsistency, this Agreement must be interpreted in accordance with the following order of priority:

   (a) the terms and conditions set out in the body of this Agreement; then

   (b) the special conditions set out in any Service Order (if any); then

   (c) the terms and conditions of any Service Order other than the special conditions; and then

   (d) any other documents or information incorporated by reference into this Agreement.

17. GENERAL

1. A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.

2. The variation or waiver of a provision of this Agreement or a party's consent to a departure from a provision by another party will be ineffective unless in writing executed by the parties.

3. Each party will from time to time do all things (including executing all documents) necessary or desirable to give full effect to this Agreement.

4. This Agreement may be executed in any number of counterparts each of which will be an original but such counterparts together will constitute one and the same instrument and the date of this Agreement will be the date on which it is executed by the last party.

5. In relation to the subject matter of this Agreement:

   (a) this Agreement and any Service Order is the whole agreement between the parties; and

   (b) this Agreement and any Service Order supersedes all oral and written communications by or on behalf of any of the parties.

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

7. Nothing in this Agreement merges, extinguishes, postpones, lessens or otherwise prejudicially affects any right, power or remedy that a party may have against another party or any other person at any time.

8. Where this Agreement gives any party a right or power to consent or approve in relation to a matter under this Agreement, that party may withhold any consent or approval or give consent or approval conditionally or unconditionally. The party seeking consent or approval must comply with any conditions the other party imposes on its consent or approval.

18. GOVERNING LAW AND JURISDICTION

1. This Agreement is governed by the laws of the Australian Capital Territory, Australia.

2. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory, Australia and its courts of appeal.

3.

Signing Page

Executed as an Agreement.

EXECUTED for and on behalf of **Synthesis Technologies Pty Ltd (ACN 603 765 537)** by its authorised representative named below**:**

Mr. Daniel Smon.

Name of authorised representative

Signature

CEO / Director

Position of authorised representative

SIGNED, SEALED and DELIVERED by **Minimal Studios Pty Ltd** in the presence of the witness named below**:**

Liam Morrow

Name of Witness

Signature of

Signature of Witness

1. ANNEX A – STATEMENT OF WORK

Specific deliverables for the completion of 23 May 2020 include;

1.1 **At the direction of the Activity Leader (Mr. Craig Williams) and / or CEO (Mr. Daniel Smon), over the period 23 March to 22 May 2020, as part of the team to deliver on the following [taken from the scoping/development excerpt from the Distributed LiDAR Capture and Process SoW]:**

1.2 **Concept of Operations (Objective of the Project)**

(a) This activity will demonstrate the Objective based on data illustrating the following use case:

(i) A UGV (or UAV) mounted with a LiDAR collection device will capture a local area, such as a set of buildings, in an Army training base.

(ii) The captured LiDAR will be automatically stored as a base 3D map on a Tactical Data Server mounted on a 'mule' UGV. The Tactical Data Server will be loaded with Synth Server software which will convert and store the base map.

(iii) Obstacles are put in place around the local area to simulate changes in the tactical environment.

(iv) A UGV (or UAV) mounted with a LiDAR collection device will conduct a second pass scan of the altered area.

(v) The new data is transmitted to the Tactical Data Server which is mounted on the 'mule'.

(vi) Synth Server converts and fuses the new point cloud with the base map.

(vii) Synth Server visualises the altered tactical environment on a desktop web browser.

(viii) Change detection is automatically highlighted and visualised on the Tactical Data Server (stretch goal).

(b) The work to complete this activity will be undertaken in two phases – "Scoping" and "Development".

1.3 **Scoping Phase**

(a) The first component of this project is for DMTC and Synth staff to investigate and understand the elements of the project, availability, maturity and development and licencing options for technology from CSIRO, availability of personnel from various agencies, understanding of the physical resources required, and prepare a realistic project plan of deliverable outcomes in the time available.

(b) automatically align point clouds during scanning. In order to fuse the data and produce a clean data set, during the fusion process, LiDAR points which cannot be

co-registered in the area of overlap are automatically catalogued and removed. If this data has resulted from an environmental change that has occurred between the times of individual data set collection, then this catalogued and removed data constitutes a relevant change.

(c) It is therefore critical for us to first understand the feasibility of integrating CSIRO's technology in this timeline. If so, this will meet the alignment and change detection requirements. If not, we must determine a viable manual / semi-automated pipeline and workflow that will still meet Defence objectives.

(d) Assess technical feasibility of integration with CSIRO's LiDAR scanning and fusion technology.

(e) Point cloud data format compatibility with Synth (e.g. .las, .laz, .bag, or other file formats).

(f) Assess options for visualising detected changes (e.g. Synth Viewer UI updates).

(i) Can CSIRO's technology work with Defence's exiting LiDAR scanning hardware? Or does it require the use of CSIRO's scanning technology also?

(ii) CSIRO Data61 Licencing of fusion technology (can we obtain an evaluation licence for the purposes of the demonstration?)

(iii) Availability and standard of the Data61 fusion documentation (that is, is the point cloud fusion technology 'out of the box' fully documented and available to be handed over; or does is require specialist expertise and transfer to advise Synth on how it works, how to install, how to troubleshoot etc?)

(iv) Data61 Staff resource availability?

(v) Estimated cost requirement for use of Data61 resources both for scoping and delivery.

(vi) Availability of sample LiDAR from Data61 or Defence (we require first pass base data and second pass – change data).

(vii) If integration of CSIRO's technology is not feasible in this time frame, then;

(viii) What does a viable manual / semi-automated alignment and change detection workflow look like?

(ix) What manual steps are required and what can be automated?

(x) UI requirements for manual alignment tweaking and verification?

(xi) UI requirements for manual change highlighting?

(g) Assess data pipeline architecture and software development requirements

(i) What software development is required on Synth's part to facilitate the data ingestion pipeline?

(ii) UXV LiDAR Capture source (e.g. Velodyne LiDAR, Emesent Hovermap)

(iii) Design high-level architecture for near-real-time data pipeline (e.g. do scanners save incremental point cloud files to network accessible location? Or do we investigate some sort of point-based data streaming over HTTP or another transport layer? Which data format do we use, e.g. .las, .laz, .bag etc?)

(iv) Point density of capture

(v) Point density of transmission – are we sending everything that has been captured from each pass or are we to only send a lower point density for the second pass to allow for change detection? Will the resolution of the point cloud be inversely proportional to the available capture platform to 'mule' link bandwidth?

(h) Investigate Tactical Data Server hosting environment

(i) Hardware specifications

(ii) Deployment options (e.g. can we supply a docker image, VM image etc.)

(iii) Administration options (e.g. does the tactical data server have a screen display?)

(iv) Networking / end user connectivity and bandwidth (e.g. will operators use the mule directly via connected / remote screen display? Or will they use network connected devices that can run a desktop web browser?)

(i) Project Plan

(i) Prepare detailed project plan, work breakdown structure, and costing for follow on work

(ii) Who will deploy and configure the Synth software in the user trial?

(iii) Who will perform end-to-end system testing?

(iv) Who will perform Trial-Acceptance-Testing?

(v) Do we need to provide documentation such as training material, installation instructions? If so to what standard?

(j) Travel requirements

(i) Visits to Pullenvale (return Melbourne to Brisbane flights)

(ii) From Brisbane to training area?

(iii) Local accommodation near training area?

(iv) Present findings to Stakeholders (where, by when?)

(v) Who are the stakeholder end users?

(k) Assumptions

(i) Data and network authentication or authorisation are not required at this point in time.

1.4 **Development Phase**

(a) Tasks: The following is a high-level overview of the tasks that are required. Further detail will be known upon successful completion of the scoping activities defined above.

(i) Build data ingestion / streaming pipeline and related software development tasks

A. Development tasks as identified in point **1.3(g)(i)** ***What software development is required on Synth's part to facilitate the data ingestion pipeline?*** above. This encompasses all tasks required for data integration, processing, and updates to the Synth UI.

(ii) Dependencies

A. Scoping tasks above are completed and critical questions have been answered.

B. Agreed technical dependencies (hardware, software, documentation) is available prior to activity.

(iii) Assumptions

A. All software (compatible versions) will be configured to meet Defence demonstration requirements (or compatible with the Tactical Data Server)

B. All firewall and local area network for the Tactical Data Server will be configured such that the system components can communicate with each other.

C. The initial sample data will be provided

(b) Create Synth deployment package

(i) Create Build / Continuous Integration / Package configuration that is compatible with the Tactical Data Server environment

(c) Deploy to Tactical Data Server environment

(i) Initial deployment as soon as the package configuration is available to verify deployment steps.

(ii) Potentially periodic deployments to refine the deployment process.

(iii) Final deployment in preparation for final demo / deliverable.

(d) Facilitate and perform manual testing activities

(i) Determine manual testing scenarios and steps.

(ii) Determine who will perform testing.

(iii) Run iterative testing during development cycles.

(iv) Perform final Trial Acceptance Testing prior to final demo / deliverable.