

Efficiency Leaders – Master SaaS Agreement

Version: 1.0

Effective Date: 15 September 2025

1. Definitions and Interpretation

Terms capitalised in this Agreement have the meanings assigned in this clause or in the Accepted Proposal.

Agreement includes the documents referenced in Clause 2.

Business Day means a day on which banks are open for business in New South Wales, excluding weekends and public holidays.

Confidential Information includes all non-public business, technical, legal, and financial information disclosed by one party to the other, whether in writing, verbally, or by other means, and whether marked as confidential or not.

Customer Data refers to data input or processed by the Customer.

Intellectual Property means all present and future intellectual and industrial property rights, including without limitation: patents, copyrights, trademarks, service marks, trade names, designs, domain names, business names, know-how, trade secrets, database rights, software code, and any other rights in inventions, works or subject matter (whether registered or unregistered), and any applications or rights to apply for registration of those rights.

Platform refers to the RapidP2P software and its modules.

Services means access to the Platform and any support, implementation, configuration, onboarding, or professional services provided by Efficiency Leaders under this Agreement.

2. Agreement Structure and Precedence

This Agreement is subject to and incorporates the following documents by reference:

- Accepted Proposal (prevails in case of inconsistency)
- This Master SaaS Agreement
- Support Services Agreement
- Terms of Service
- Privacy Policy

All documents are accessible at: <https://efficiencyleaders.com.au/legal>

The Customer may also be provided with supporting project-specific documents, including but not limited to a Solution Design Document (SDD), Solution Integration Document (SID), and/or an Onboarding Plan, which, once accepted by the Customer, form part of the Agreement and guide delivery and implementation. Such document/s, once executed or accepted in writing, will form part of this Agreement.

Where an inconsistency arises:

- The Accepted Proposal (including any Special Conditions) takes precedence;
- Thereafter, the Master SaaS Agreement;
- Then the Support Services Agreement;
- Followed by Terms of Service and Privacy Policy;

- Project-specific documents (e.g. SDD, SID, Onboarding Plan) take precedence only in relation to delivery scope, configuration, and implementation, and do not override commercial or legal terms unless explicitly stated.

3. Licence and Access

Efficiency Leaders grants the Customer a non-exclusive, non-transferable right to access and use the Platform for its internal business purposes for the Term specified in the Accepted Proposal.

The Customer may not:

- Reverse-engineer, disassemble, or copy any part of the Platform;
- Sub-license, resell, or commercially exploit the Platform;
- Use the Platform for any unlawful or infringing activity.

This Agreement is non-exclusive and does not prevent Efficiency Leaders from entering into similar agreements with other parties.

Where the Platform is provided for trial, evaluation, test, or non-production use, such use is subject to the terms of this Agreement but provided on an "as-is" basis with no warranties or support.

4. Third-Party Software

Certain features rely on third-party providers (e.g. ABBYY, PEPPOL). The Customer is responsible for reviewing and complying with applicable third-party terms, available at: <https://efficiencyleaders.com.au/legal>

Efficiency Leaders will use reasonable efforts to keep this list current but does not warrant its completeness.

5. Fees and Payment

Fees are as specified in the Accepted Proposal. Unless otherwise stated:

- Subscription fees are billed monthly in advance;
- Implementation Services are billed according to milestones;
- Payment terms are 14 days from invoice;
- All prices are exclusive of GST, VAT, sales tax, or any other applicable indirect taxes, unless otherwise stated;
- All prices are in Australian Dollars (AUD) unless expressly stated otherwise.

Efficiency Leaders may suspend services for non-payment. Indexation applies annually at 5% or CPI, whichever is greater.

Additional charges, including but not limited to overages, additional licences, modules, Services or volume-based usage, will be invoiced as applicable and in accordance with the terms set out in the Accepted Proposal or as otherwise agreed in writing.

6. Customer Obligations

The Customer agrees to:

- Ensure authorised access only;
- Maintain necessary third-party licences;
- Provide a safe and lawful environment for all on-site activities;

The Customer must provide timely access to systems, documentation, personnel, test environments, and accurate information reasonably required for onboarding, implementation, or configuration activities. Failure to do so may impact costs, delivery timelines and associated obligations.

7. Data and Data Privacy

Customer Data remains the property of the Customer. The Platform is hosted in Australia using Microsoft Azure and managed in accordance with ISO 27001.

Efficiency Leaders will:

- Use Customer Data only to provide Services;
- Implement reasonable safeguards;
- Comply with Australian Privacy Law and GDPR where applicable.

Efficiency Leaders may use anonymised, aggregated Customer Data for the purpose of improving the Platform, enhancing service delivery, and contributing to general product analytics, benchmarking, or models, provided such use does not identify the Customer.

Upon termination, Efficiency Leaders will return or permanently delete Customer Data and materials upon written request.

8. Confidentiality

Each party agrees to keep all Confidential Information received in connection with this Agreement strictly confidential and not to disclose or use it for any purpose other than as necessary to perform its obligations under this Agreement, or as required by law, court order, or regulatory authority.

This obligation does not apply to information that is independently developed, publicly available, or lawfully obtained without restriction.

This clause survives termination of the Agreement and remains in effect for a period of five (5) years

9. Intellectual Property

All intellectual property rights in the Platform, its modules, configurations, documentation, and any materials, templates, forms, workflows, enhancements, or other deliverables developed, created or provided as part of the Services (including during onboarding or implementation) are and remain the exclusive property of Efficiency Leaders, unless expressly agreed otherwise in writing.

Nothing in this Agreement grants the Customer any rights of ownership. The Customer is granted a non-exclusive, non-transferable licence to use the Platform and any deliverables solely for its internal business operations during the Term.

The Customer grants Efficiency Leaders a non-exclusive licence to use Customer Data solely to deliver Services under this Agreement.

Each party acknowledges that unauthorised use or disclosure of the other party's intellectual property may cause irreparable harm, and injunctive relief may be sought in addition to any other available remedies.

No rights are granted to use the other party's trademarks, branding, or trade names unless explicitly agreed in writing.

10. Staff and Contractor Protections

The Customer must ensure a safe, respectful, and lawful working environment for Efficiency Leaders' staff and contractors attending its premises.

The Customer indemnifies Efficiency Leaders for any injury, loss, or liability arising from the Customer's breach of this obligation.

11. Warranties

Efficiency Leaders warrants that:

- The Platform and related Services will be delivered in accordance with this Agreement, and will materially conform to its documentation;
- Services will be provided using suitably qualified personnel and exercising reasonable care, skill, and diligence;
- The Platform will be free from viruses and malicious code at the time of delivery.

All other warranties (including fitness for purpose) are excluded to the maximum extent permitted by law.

Efficiency Leaders does not warrant that the Platform will be error-free, but will use reasonable efforts to resolve defects that materially impact functionality in accordance with the Support Services Agreement.

12. Liability and Indemnity

To the fullest extent permitted by law:

- Efficiency Leaders' liability is limited to the **fees paid in the month preceding the claim**;
- Neither party is liable for indirect or consequential loss;
- Each party indemnifies the other against loss caused by its own breach or misconduct;
- The Customer indemnifies Efficiency Leaders against claims arising from unauthorised or unlawful use of the Platform.

Remedies provided in this Agreement are cumulative and not exclusive of any other rights.

13. Term and Termination

This Agreement continues for the Term set out in the Accepted Proposal and **renews automatically** for successive terms of equal duration unless either party gives at least **90 days' written notice prior to the expiry** of the then-current term.

Either party may terminate for:

- Material breach not remedied within 20 Business Days;
- Insolvency or legal incapacity.

Clauses relating to IP, confidentiality, liability, and data protection survive termination.

14. Change Control

Any material change to the scope of Services or deliverables must be agreed in writing via a formal change request. Additional charges may apply and will be quoted for Customer approval.

15. Insurance

Each party warrants it maintains adequate insurance to meet its obligations under this Agreement, including (where relevant) professional indemnity, cyber, and public liability insurance.

16. Subcontracting

Efficiency Leaders may subcontract aspects of the Services but remains responsible for the acts and omissions of its subcontractors.

17. Notices

Notices must be sent to the party's nominated contact and are deemed received:

- Immediately if sent by email and no bounce is received;
- On delivery if by courier or post;
- On the next Business Day if sent outside normal business hours.

18. Force Majeure

Neither party is liable for delay or failure due to events beyond reasonable control, including acts of God, pandemics, or government action.

19. Non-Solicitation

During the Term and for 12 months thereafter, the Customer agrees not to solicit or engage directly any Efficiency Leaders employee or contractor involved in the provision of Services, without prior written consent.

20. Dispute Resolution

If a dispute arises out of or in connection with this Agreement, the parties must first attempt to resolve it in good faith through discussions between their respective representatives.

If the dispute is not resolved within 14 days, the matter must be escalated to senior executives of both parties, who will meet (virtually or in person) and use reasonable efforts to resolve the dispute.

If the dispute remains unresolved after 30 days from escalation, either party may refer the matter to mediation to be conducted by an independent mediator agreed between the parties, or if the parties cannot agree, appointed by the Resolution Institute of Australia (or its successor). Each party will bear its own costs and share equally the mediator's fees.

Legal proceedings may not be commenced until the mediation process has been attempted in good faith, except where urgent injunctive or equitable relief is required.

21. General

- This Agreement is governed by the laws of Queensland, Australia.
- Neither party may assign this Agreement without the other's written consent.
- No waiver will be effective unless in writing.
- If any provision is invalid, the remainder remains enforceable.
- This Agreement constitutes the entire agreement and supersedes prior representations.
- The construction of this Agreement will not be interpreted against the drafter.

End of Document