

Finchcorp

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TERMS AND CONDITIONS

1. APPLICATION OF TERMS AND CONDITIONS

These Terms and Conditions are incorporated into any contract between Finchcorp and the Purchaser, including Quotes, for the supply of Goods and/or Services by Finchcorp to the Purchaser. The Purchaser has received, read and understood these Terms and Conditions. The Purchaser agrees that these Terms and Conditions form part of the Purchaser's agreement with Finchcorp and governs each transaction with Finchcorp. Any instructions received by Finchcorp from the Purchaser for the supply of Goods or the provision of Services, including without limitation acceptance of a Quote, constitutes acceptance of these Terms and Conditions.

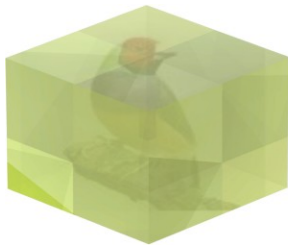
The Purchaser is principally engaged in business in the Hospitality Industry. The content of these Terms and Conditions cannot be varied or altered in way without Finchcorp's written consent.

2. DEFINITIONS

"Claim" means a claim, demand, remedy, suit, damage, loss, costs, liability, action, proceeding, right of action or expense. "Computer Program" means a set of statements or instructions to be used directly or indirectly in a computer in order to bring about a certain result and includes literary works that are incorporated in or associated with a latest version of the computer program and essential to the effective operation of a function of that computer program. "Consumer" means a consumer for the purposes of section 3 of the Australian Consumer Law. "Finchcorp" means Finchcorp Systems Pty Ltd (ABN 25 135 317 289) its successors and assigns and any business conducted under any registered business name of which Finchcorp is a proprietor. "Goods" means goods supplied by Finchcorp to the Purchaser (and where the context permits includes any supply of Services) including Hardware and Software. "Grocery Industry" means any business or enterprise which retails food stuffs and other household supplies to consumers including supermarkets, convenience stores, grocery stores, butchers and produce stores but does not include any business or enterprise which primarily sells fast food or liquor. "GST", "supply" and "Tax Invoice" have the meaning given to those terms in a New Tax System (Goods and Services) Tax Act 1999 (Cth) and the term "GST" also includes any penalties or additional tax imposed in relation to the GST payable for the supply of the Goods and Services. "Hardware" means hardware supplied by Finchcorp to the Purchaser including without limitation terminals, cash drawers, printers, scanners, hand held devices, paging systems and PDE/PDA.

"Hospitality Industry" means any business or enterprise which does not primarily provide services or products in the Grocery Industry, including, without limitation businesses and enterprises which provide entertainment services such as clubs, hotels and casinos, fast food retailers and wholesalers and retailers of liquor. "Inventory Control" means a system of computer programs for the Hospitality Industry including iControl. "PPSA" means the Personal Property Securities Act 2009 (Cth) as amended from time to time and any term used and sections referred to in clause 8 has the same meaning as in the PPSA. "Price" means the price for the Goods and Services as

agreed between Finchcorp and the Purchaser subject to clause 3. "Purchaser" means either: The person or entity, its servants and agents, to whom Services or Goods are supplied as named in the Credit Application and which forms a part of these Terms and Conditions; or



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Where no Credit Application is entered into, the person or entity, its servants and agents to whom Services or Goods are supplied as named in the Quote and which forms a part of these Terms and Conditions. "Quote" means a quote provided by Finchcorp to the Purchaser in accordance with clause 3. "Services" means all services supplied by Finchcorp to the Purchaser (and were the context permits includes any supply of Goods). "Software" means the Computer Program comprising Inventory Control.

3. PRICING

Finchcorp will provide the Purchaser with a Quote setting out the Goods and/or Services to be provided and an estimate of the Price. The Price will be based on negotiated or current recommended retail prices. Prices will be fixed for a period of 30 days from the date of the Quote. Any alterations to pricing after the expiry of the 30 day period will be advised to the Purchaser prior to supply. The Purchaser may either cancel or confirm acceptance of amended pricing. Pricing is exclusive of travel / accommodation / freight and other out of pocket expenses. The Purchaser is responsible for these costs. Installation pricing includes a provision for training. Training will be provided to the Purchaser's nominated staff members in conjunction with the installation process. If additional training is required due to circumstances not relating to Finchcorp then this training will incur additional charges. Installation includes preparation of a customised database using information obtained by electronic and/or manual means or as provided by the Purchaser. Failure of the Purchaser to provide correct information may result in additional charges at the discretion of Finchcorp.

4. EXCLUSION

Finchcorp is not licensed to provide cabling and electrical services. The Purchaser is responsible for provision of these services. Finchcorp will not be held responsible for any losses or delays caused directly or indirectly by the Goods and/or Services supplied by someone other than Finchcorp ("the third party"). In the event that Finchcorp's scheduled work is postponed or additional Goods or Services are required from Finchcorp due to the circumstances relating to the third party's equipment or services, Finchcorp reserves the right to charge the Purchaser for the additional Goods and Services required from Finchcorp and/or the costs associated with the delay.

5. PAYMENT TERMS

Price: Subject to any variation of Price, at Finchcorp's sole discretion the Price will be either:

(a) as indicated on invoices provided by Finchcorp to the Purchaser in respect of the Goods/Services supplied; or (b) as set out in the Quote.

Variation of Price:

- . (a) Any variation from the Goods/Services ordered by the Purchaser will be in addition to the Price and will be shown as variations on the invoice.
- . (b) Payment for all variations must be made in full at the time of completion.



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Deposit:

- . (a) At Finchcorp's sole discretion a deposit may be required by the Purchaser.
- . (b) The deposit amount or percentage of the Price will be stipulated in the Quote or at the time of the order and will become immediately due and payable.
- . (c) Finchcorp is under no obligation to provide the Goods/Services until the Deposit is paid in full.

Payment:

- . (a) The time for payment for the Goods/Services is of the essence and will be stated on the invoice, Quote or any other order forms. If no time is stated, payment must be made within thirty (30) days from the date of the invoice.
- . (b) Payment will be made by cash on delivery of the Goods or completion of the Services, or by cheque, or by bank cheque, or any other method as agreed between Finchcorp and the Purchaser.

Progress payments:(a) Finchcorp may, at its sole discretion, agree for the Purchaser to pay the Price by way of Progress payments.(b) If the Purchaser fails to make any progress payment, Finchcorp may immediately stop any work for the Customer until any

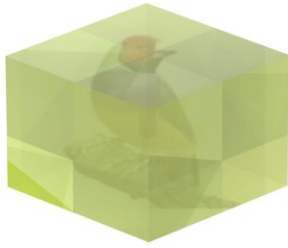
such outstanding payment is made.

GST: The Price will be increased by the amount of any GST and other taxes and duties which may be applicable, except to the extent that such taxes are expressly included in any quotation given by Finchcorp.

6. DELIVERY OF SERVICES

The date of installation of the Goods or provision of the Services will be scheduled to meet the operational requirements of both Finchcorp and the Purchaser. The date may be amended by Finchcorp due to supply delays or operational activities. Finchcorp accepts no responsibility for any damages due to delay in providing Goods and/or Services and the Purchaser agrees that Finchcorp is not liable for any such damages. The Purchaser may elect to alter the installation

date provided the Purchaser meets any costs incurred by Finchcorp. Finchcorp's provision of Services is dependent on the payment of an agreed deposit. No works will commence until the deposit has been paid or other arrangements have been confirmed in writing by Finchcorp and the Purchaser.



7. RETENTION OF TITLE

Ownership of, or title in, the Goods will remain with Finchcorp and will not pass to the Purchaser until the Purchaser has paid to Finchcorp the Price for all Goods delivered to the Purchaser and any amounts owing by the Purchaser to Finchcorp on any account whatsoever have been paid in full and received by Finchcorp in cleared funds; provided however that the Purchaser shall bear the risk of any loss or damage to or deterioration of the Goods from whatever cause arising following delivery of the Goods by Finchcorp.

The Purchaser agrees that they will treat the security interest in the Goods as a continuing and subsisting security with priority over a registered general security and any unsecured creditors.

Until title to the Goods passes to the Purchaser:

- . a) The Purchaser shall store the Goods in such a place and manner that they are clearly identifiable as the property of Finchcorp which the Purchaser is holding as Finchcorp's bailee.
- . b) The Purchaser may resell the Goods in the ordinary course of its business (but may not otherwise sell or encumber the Goods) and if it does so shall receive the proceeds of resale as trustee of Finchcorp, and shall hold such proceeds as such. Finchcorp shall be entitled to trace the proceeds of sale.
- . c) Finchcorp shall have the right, at any time and without prejudice to any other remedies:
 - a. To enter without prior notice any premises where the Goods may be without liability for trespass or any resulting damage, and to repossess any of the Goods, and
 - b. To require the Purchaser not to resell or part with possession of, otherwise dispose of, charge or otherwise encumber or in any way alter the Goods until payment is made in full.
- . d) In addition to payment of any other monies payable by the Purchaser to Finchcorp, Finchcorp is entitled to charge for and recover from the Purchaser on demand all costs, loss or damage incurred by it in exercising any of its rights under this clause 7 including but not limited to, the cost of storage, transportation and administration costs at usual commercial rates.



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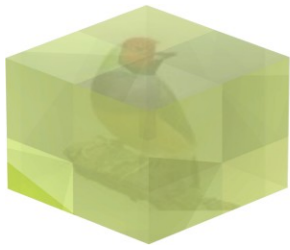
8. PERSONAL PROPERTY SECURITIES ACT 2009 (CTH)

Consideration: In consideration of Finchcorp supplying the Goods to the Purchaser, at the request of the Purchaser, the Purchaser, by signing these Terms and Conditions:

- . (a) Grants to Finchcorp, at Finchcorp's discretion, a security interest or purchase money security interest (PMSI) in the Goods and in any proceeds arising from the sale of the Goods;
- . (b) Agrees that any of the Goods or proceeds of sale of the Goods coming into existence after the date of these Terms and Conditions will come into existence subject to: (i) The security interest or PMSI granted in these Terms and Conditions; and (ii) The terms of these Terms and Conditions, without the need for any further action or agreement by the parties.
- . (c) Agrees that the Purchaser has received valuable consideration from Finchcorp and that it is sufficient; and
- . (d) Agrees that the security interest or PMSI has attached or will attach to all Goods supplied now or in the future to the Purchaser when the Purchaser takes possession of the Goods and that the attachment of the security interest or PMSI has not in any way been deferred or postponed from the date of these Terms and Conditions.

Purchaser to take all steps: Finchcorp may, by notice to the Purchaser at any time, require the Purchaser to take all steps that Finchcorp considers necessary or desirable to:

- . (a) Ensure that these Terms and Conditions or any security interest or PMSI arising under them, are enforceable against the Purchaser or any third party; and
- . (b) Protect, perfect, record, or better secure the position of Finchcorp under these Terms and Conditions as a first ranking security.



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Registration and notices:

(a) Finchcorp reserves the right to register a financing statement in respect of any Goods supplied by Finchcorp to the

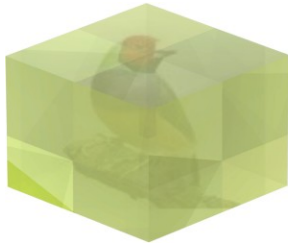
Purchaser under these Terms and Conditions (and in respect of which credit has been extended by Finchcorp to the Purchaser).

(b) The cost and expense of registering a financing statement or a financing change statement is to be paid by the Purchaser and may, where applicable, be debited against the Purchaser's credit account with Finchcorp.

(c) The Purchaser:

(i) waives the right to receive a copy of any notice, verification statement confirming registration of a financing statement or a financing change statement relating to the security interest or PMSI under these Terms and Conditions, unless the notice or statement is required by law and cannot be excluded; and

(ii) agrees to comply with any notice from Finchcorp under this clause 8 at its cost and expense.



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(d) The Purchaser agrees:

- (i) not to allow any person to register a financing statement over any of the Goods supplied by Finchcorp without the prior written consent of Finchcorp; and
- (ii) that it must immediately notify Finchcorp if it becomes aware of any person taking steps to register a financing statement in relation to the Goods.

. (e) The Purchaser agrees to perfect and maintain any security interest or PMSI that it may have in the goods under the PPSA.

. (f) The Purchaser agrees to immediately notify Finchcorp of any change in its name, address, contact or personal details to enable Finchcorp to register a financing change statement if required. In the absence of such notification, the address held by Finchcorp in its records is deemed to be the Purchaser's relevant address.

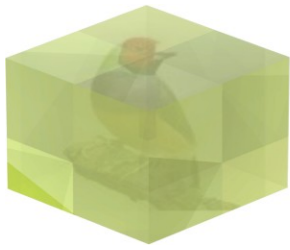
No accessions or commingling of Goods: The Purchaser must not allow the Goods to become accessions or commingled with other goods unless Finchcorp has first perfected any security interest or PMSI that Finchcorp has in relation to the Goods.

Perfection: If Finchcorp perfects any security interest or PMSI that Finchcorp has in relation to the Goods, the Purchaser must not do anything that could materially adversely affect:

(a) Finchcorp's business; or (b) In the opinion of Finchcorp, Finchcorp's security position under these Terms and Conditions.

Right of entry: The Purchaser irrevocably grants to Finchcorp the right to enter on the Purchaser's property or premises, without notice, and without being in any way liable to the Purchaser or to any third party, if Finchcorp has cause to exercise any of Finchcorp's rights under section 110 of the PPSA, and the Purchaser indemnifies Finchcorp from any claims made by any third party as a result of that exercise.

Contracting out of enforcement provisions: If Chapter 4 of the PPSA would otherwise apply to the enforcement of a security interest arising out of these Terms and Conditions, Finchcorp and the Purchaser agree that each of the provisions of the PPSA which section 115 of the PPSA permits parties to contract out of, other than sections 117, 118, 134(1) and 135, do not apply to the enforcement of that security interest.



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Payments made in respect of the Goods/Services: Finchcorp may, at its absolute discretion, apply any amounts received from the Purchaser towards amounts owing to Finchcorp in such order as Finchcorp may determine.

Confidentiality: Finchcorp and the Purchaser may not disclose any information of a kind referred to in section 275(1) of the PPSA that is not in the public domain except in circumstances required by sections 275(7)(b)-(e).

If Purchaser insolvent: If the Purchaser becomes insolvent, without prejudice to any other rights of Finchcorp:

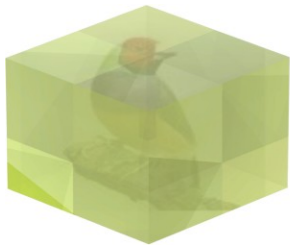
- . (a) the Purchaser's right to sell the Goods in the ordinary course of business in accordance with the PPSA and any other rights of the Purchaser in respect of the Goods immediately cease; and
- . (b) the Purchaser must immediately return to Finchcorp the Goods in which title has not passed as provided for under clause 7.

9. RISK

Notwithstanding the Retention of Title provisions set out in clause 7, the risk in the Goods will pass to the Purchaser upon the delivery of the Goods to the Purchaser. If any of the Goods are damaged or destroyed prior to ownership in them passing to the Purchaser, Finchcorp is entitled, without affecting any other rights and remedies under any agreement, to any insurance proceeds payable for the Goods. This clause applies whether or not money has become payable under this agreement. The production of these Terms and Conditions by Finchcorp is sufficient evidence of Finchcorp's right to receive the insurance proceeds without the need for any person dealing with Finchcorp to make further enquiries.

10. WARRANTY

If the Purchaser is a Consumer then the Goods and Services come with guarantees that cannot be excluded under the Australian Consumer Law. The guarantees under the Australian Consumer Law are given by Finchcorp.



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Hardware Warranty:

Hardware is covered by a manufacturer's warranty. Finchcorp will honour the manufacturer's warranty for the duration that the manufacturer's warranty remains valid. Finchcorp will not honour a warranty for any Hardware which:

a) Has been repaired or altered unless done or approved by Finchcorp. b) Has not been maintained in accordance with any operating or handling instructions supplied by Finchcorp. c) Has been subjected to unusual or electrical stress, misuse, abuse, power shortages, negligence or accident. d) Has been used other than in accordance with the operating and handling instructions for the hardware; or e) Has lost the functionality due to spillage, accidental damage or inappropriate use.

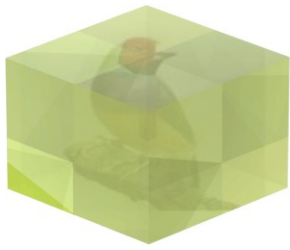
Preventative maintenance of the Hardware is the responsibility of the Purchaser and is not covered under the manufacturer's warranty and will not be honoured by Finchcorp.

The Purchaser acknowledges that some components of the Hardware may not be warranted by the manufacturer. In this instance, Finchcorp is under no obligation to warrant to the Purchaser those components. However, Finchcorp may elect to warrant such components at Finchcorp's sole discretion.

Any Hardware that is deemed faulty must be returned to Finchcorp who will arrange warranty, repair or replacement if required. The Purchaser must pay for any insurance and the cost of shipping the goods to Finchcorp or an address nominated by Finchcorp.

Limited Software Warranty: Finchcorp warrants that the Software will substantially conform with Finchcorp's operational specifications. For a period of 90 days from the date of installation Finchcorp warrants that the Software will be free of physical defects. Finchcorp's sole obligation will be to repair or upgrade the non-conforming or physically defective Software or to refund the Purchaser at Finchcorp's sole discretion.

Replacement Software will be made available only to the original licensee and is subject to the original terms and conditions at sale. Replacement Software will be warranted for the remainder of the 90 days from the original installation.



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Return of Goods – Consumers: If the Purchaser is a Consumer:

- . (a) The Purchaser is entitled to have the Goods repaired or replaced if the Goods fail to be of acceptable quality and the failure does not amount to a major failure.
- . (b) If the Purchaser believes the Goods do not comply with the statutory guarantees, the Purchaser must contact Finchcorp and make arrangements for the return of the Goods. The Purchaser must provide proof of purchase. If Finchcorp agrees that the Goods do not comply with the statutory guarantee, Finchcorp will cover the costs of repairing the Goods or replacing them with the same or comparable product. Please note: All warranty claims are submitted at the Purchaser's expense by returning the goods to Finchcorp.
- . (c) No other guarantees or warranties apply to the Goods unless a further and additional warranty is provided, in writing, to the Purchaser by Finchcorp.

Return of Goods – Non Consumers: If the Purchaser is not a Consumer:

(a) Unless agreed in writing by Finchcorp, Finchcorp will not accept the return of the Goods. (b) The Purchaser must provide proof of purchase when returning the Goods to Finchcorp. (c) These conditions will not exclude, or limit the application of any provision of any statute including any implied condition or

warranty, the exclusion of which would contravene any statute or cause any part of this clause to be void. To the extent

permitted by law, all conditions, warranties and undertakings are expressly excluded. (d) Finchcorp's liability for breach of a non-excludable condition or warranty is limited at Finchcorp's option, to the replacement

of the Goods or the supply of equivalent goods. (e) Finchcorp will not be liable for any indirect loss or damages whatsoever, including consequential loss, loss of profits, loss of

opportunity or loss of use.



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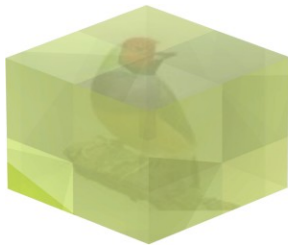
Services - Consumers:

- . (a) If the Purchaser is a Consumer and the Services fail to meet a guarantee under the Australian Consumer Law (and such failure does not amount to a major failure) then:(i) The Purchaser must contact the Finchcorp.(ii) The Purchaser must not make alternative arrangements to fix the problem without first giving Finchcorp such opportunity.(iii) The Purchaser must provide proof of purchase.(iv) If Finchcorp agrees that the Services do not comply with the statutory guarantee, then Finchcorp must offer to fix the problem free of charge and within a reasonable time.
- . (b) No other guarantees or warranties apply to the Services unless a further and additional warranty is provided, in writing, to the Purchaser by Finchcorp.

11. LIMITATION OF LIABILITY

(a) To the extent permitted by law, the Purchaser releases and indemnifies Finchcorp from all Claims in connection with: (i) damage, loss, injury or death to a person;(ii) damage, loss, or injury to property;(iii) anything Finchcorp is permitted or required to do under this agreement;

(iv) any strike, riot, civil disturbance or accident;(v) arising from any emergency procedures;(vi) the supply or installation of Goods by Finchcorp or delays in the supply or installation of Goods;(viii) the services provided by Finchcorp;(ix) any negligent act or omissions or wilful misconduct of the Purchaser, its employees, agents or sub-contractors;(x) any breach of the Purchaser's contractual obligations arising out of these terms and conditions;(xi) Goods not being available for use;(xii) any software or data loss, corruption, deletion or alteration; or(xiii) any incidental, indirect, special or consequential damages arising out of or in connection with the supply, use or performance of the Goods or Services provided by Finchcorp.



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- . (b) Response times in service contracts are approximate only. Finchcorp will endeavour to meet its obligations in relation to support terms however, Finchcorp will not be liable for any direct or indirect loss or damage related to its failure to meet response times.
- . (c) To the extent permitted by law, any error or omission from sales literature, quotation, price list invoice or any correspondence or information provided by Finchcorp will be rectified by Finchcorp without liability to Finchcorp.
- . (d) Where implied conditions or warranties cannot be excluded, Finchcorp's liability for breach of conditions or warranties shall be limited to:
 - . (i) In the case of Goods – the replacement or repair of such Goods, the payment of the cost of replacing with equivalent goods or the payment of the cost of having the Goods repaired.
 - . (ii) In the case of Services, the supplying of Services again, or the payment of the cost of having Services supplied again.
- . (e) In the event that any release or indemnity contained in clause 11(a) shall not apply, the Purchaser agrees that Finchcorp's maximum liability in respect to each event or series of connected events listed in clause 11(a) does not exceed the total price paid for the purchase of Goods or Services under these Terms and Conditions.
- . (f) Each indemnity of the Purchaser contained in this clause is a separate and independent obligation of the Purchaser, a continuing obligation of the Purchaser and remains in full force and effect after the termination of this agreement. Finchcorp may enforce any indemnity under this agreement without or before incurring any expense.

12. TERMINATION

Finchcorp may terminate this agreement without notice if the Purchaser is in breach of any term of this agreement and the breach is not rectified within 14 days following notification by Finchcorp or the Purchaser is declared bankrupt, resolves to go into liquidation or has a petition for bankruptcy or winding up presented to them, or if any liquidator, administrator, receiver or official manager is appointed in respect of the Purchaser.

In the event of such termination Finchcorp will be entitled to payment for Goods and Services supplied up to the date of termination.



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13. INTELLECTUAL PROPERTY

The supply of Goods to the Purchaser does not constitute a transfer of any intellectual property rights. The Purchaser will not do anything inconsistent with or infringe on the intellectual property of Finchcorp including disassembly and reengineering of any components.

14. FORCE MAJEURE

Finchcorp shall not be liable for any loss, delay or failure to perform any of its obligations if the failure results from circumstances beyond its control, including but not limited to acts of God, accidents, war, storm, fire, failure of any communications, telecommunications or computer system, breakdown of equipment, shortage or unavailability of goods from suppliers, or any other circumstances affecting the supply of Goods and Services.

15. ACKNOWLEDGEMENT AND AGREEMENT

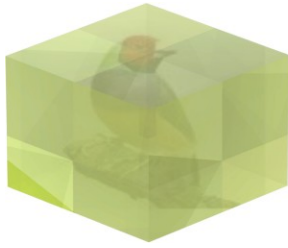
(a) The Purchaser acknowledges and agrees the Goods and/or Services supplied by Finchcorp shall only be used by the Purchaser in the Hospitality Industry. In the event that the Purchaser wishes to utilise the Goods in any area outside of the Hospitality Industry, the Purchaser is unable to do so unless the Purchaser has first obtained Finchcorp's written consent. Finchcorp may or may not grant its consent, at Finchcorp's sole discretion.

. (b) The Purchaser agrees that a failure to comply with 15(a) will cause damage to Finchcorp and the obligations in this clause are reasonable and necessary to protect the business of Finchcorp.

. (c) The Purchaser acknowledges that:

. (i) monetary damages alone will not be adequate compensation to Finchcorp should the Purchaser breach Clause 15(a); and

. (ii) Finchcorp is entitled to seek an injunction from a Court of competent jurisdiction if the Purchaser breaches clause 15(a) or threatens to do so, or if Finchcorp has reason to believe that the Purchaser will breach clause 15(a).



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16. ENTIRE DEED

The parties acknowledge that this agreement supersedes all prior arrangements, understandings and agreements between them and constitutes the entire agreement between them and shall take effect according to its tenure notwithstanding any prior agreement, correspondence, or documents relating to the subject matter of this agreement which may have passed between the parties prior to its execution.

17. GOVERNING LAW

This agreement shall be governed by and interpreted in accordance with Queensland Law only and the parties submit themselves irrevocably to the Courts of competent jurisdiction of the State of Queensland.

18. DISPUTE RESOLUTION

- . (a) Dealing with any dispute arising in connection with this agreement must be dealt with as follows: the parties must first refer the dispute to a mediator on the terms of the standard mediation agreement approved by the Queensland Law Society Incorporated; (i) the mediator's costs must be shared equally by the parties. Apart from that, each party must pay their own costs; (ii) the reference to the mediator commences when a party gives written notice to the other party to the dispute specifying the dispute and requiring its resolution under this clause 18; (iii) no information or documents obtained through or as part of the reference under this clause 18 to the mediator may be used for any purpose other than the settlement of the dispute under this clause.
- . (b) No Resolution If the dispute is not resolved within twenty-one (21) days of commencement of the reference to the Mediator under this clause 16 either party may then but not earlier commence Court proceedings.
- (c) Mediation Any mediation under this clause must be held at the offices of the Queensland Law Society Incorporated unless the parties agree to another venue.
- (d) Urgent Relief This clause 18 does not prevent any party from obtaining any injunctive, declaratory or other interrogatory relief from a Court which may be urgently required.