
BePrepared Services Agreement

Welcome to **BePrepared**

This BePrepared Services Agreement (“**Agreement**”) is an agreement between The Prepared Company Pty Ltd trading as BePrepared ABN 90 643 555 711 (“**BePrepared**”, “**we**” or “**us**”) and:

in the case of the User Agreement, individual person (“**you**”, “**your**”, or “**user**”) who registered on the BePrepared App page (www.bepreparedapp.com); and

in the case of the Business Account Agreement, the entity or person (“**Business User**”) who has registered for a Business Account on the page (www.thepreparedcompany.com) with us,

in each case, creating a binding and legally enforceable agreement on the terms and conditions set out below.

USER AGREEMENT

Section A: General Terms

1. Overview of this User Agreement

This User Agreement provides a general description of the services BePrepared may provide to you, including those allowing you to create documents, upload and store files, and the delivery of such items upon your death via the BePrepared App (“Services”). We provide you with a more detailed description of the Services through published resources we make available to you on our website at bepreparedapp.com (for users creating a BePrepared Account) and thepreparedcompany.com (for users creating a Business Account).

Before using the Services, you must register with BePrepared and create an account (a “**BePrepared Account**”).

2. Your BePrepared Account

a) **Registration and Permitted Activities: Only individuals are permitted to apply for a BePrepared**

Account to use the Services described in this User Agreement. Businesses, charities and other legal entities are not considered ‘individuals’ and are not permitted to register for a BePrepared Account (other than a Business Account – see the applicable Business Account Agreement below). A person may only register representing themselves and may not do so impersonating another person. BePrepared may suspend or refuse to register (without notice) any person who it believes (in its sole discretion) is registering improperly. BePrepared and its affiliates may provide Services to you in other countries or regions under separate agreements.

To register for a BePrepared Account, you or the authorised person submitting the application (your “**Representative**”) must provide us with your name, email address, phone number, date of birth and address. We may also collect personal information (including name, phone number, email and address) about your beneficial executives and inheritors (your “**Recipients**”).

If you use our Email Services, your name (or the name used to identify you) may appear on your Recipients’ email. To minimize confusion and avoid potential disputes, your name must be recognizable to your Recipients. You may only use Emails to facilitate warranted communication (as defined below) with your Recipients. You may not use Emails to send revenge messages, cruel, racist or otherwise inappropriate communications.

b) **Representative**

You and your Representative individually affirm to BePrepared that your Representative is authorised to provide the information described in this Section A.2 on your behalf and to bind you to this User Agreement. We may require you or your Representative to provide additional information or documentation demonstrating your Representative’s authority. Without the express written consent of BePrepared, neither you nor your Representative may register or attempt to register for a BePrepared Account on behalf of a user BePrepared has previously terminated from use of the Services.

c) Validation

At any time during the term of this User Agreement and your use of the Services, we may require additional information from you to verify beneficial ownership or control, validate information you provided, verify you or your Representative's identity, and assess the risk associated with your BePrepared Account. This additional information may include copies of government-issued identification.

You expressly authorise us to retrieve information about you from our service providers, including credit and information bureaus. You acknowledge that this may include your name, addresses, credit history, and other data, including personal information and data, about you and/or your Representative. You acknowledge that we may use your personal information to verify any other information you provide to us, and that any information we collect may affect our assessment of your overall risk to our business. You acknowledge that in some cases, such information may lead to suspension or termination of your BePrepared Account. BePrepared may periodically update this information as part of our risk analysis procedures.

d) Keeping your BePrepared Account Current

You agree to keep the information in your BePrepared Account accurate and current. You must promptly update your BePrepared Account with any changes affecting you, the nature of your communication methods, your Representatives, beneficial recipients, or any other pertinent information. We may suspend your BePrepared Account or terminate this User Agreement if you fail to keep this information current.

3. Your Relationship with Your Recipients

You may only use the Services for legitimate communications with your Recipients. You know your Recipients better than we do, and you are responsible for your relationship with them. BePrepared accepts no responsibility for the items or communications you create or upload, or that your Recipients receive from your use or misuse of the Services. You affirm that you are solely responsible for the nature and quality of the items you provide. Additionally, you may only use BePrepared to communicate with those that wish to receive communications from you. Failure to do so can result in termination of your account.

BePrepared provides Services to you but we cannot verify whether any particular piece of information, file, record, or other data (each a "Item") is accurate or correct, or whole. Accordingly, you are responsible for knowing and managing whether an Item assigned for your Recipient is erroneous (such as uploading a file for a Recipient when you meant to upload another) or suspicious (such as unusual or large data size, or an odd glitch in the document when this does not usually occur). If you are unsure if an Item is erroneous or corrupt, you agree to research the Item and, if necessary, delete and recreate it if found to be erroneous. You are solely responsible for any losses you incur due to erroneous or corrupt Items in connection with your use of the Services.

4. Fees and Fines

BePrepared will provide the Services to you at the rates and for the fees ("Fees") described in the Fee Schedule, linked here and incorporated into this User Agreement. The Fees include annual charges for Services (such as the subscription for your account). We may revise the Fees at any time upon 30 days' notice to you. We may charge additional Fees for additional services.

5. BePrepared Account and Support

We will provide you with support to resolve general issues relating to your BePrepared Account and your use of the Services. This support includes resources and documentation that we make available to you through the current versions of BePrepared's support pages, knowledge base, and other pages on our website (collectively, "**Documentation**"). The most efficient way to get answers to your questions is to review our Documentation.

6. Service Limitations, Prohibited Activities, and Security Controls

a) Compliance with Applicable Laws

You must use the Services in a lawful manner, and must obey all laws, rules, and regulations ("**Laws**") applicable to your use of the Services.

b) Restricted Activities

You may not use the Services, for your benefit or the benefit of another, for any activities BePrepared has identified as unlawful or unethical (collectively, "**Restricted Activities**"). Restricted Activities include use of the Services in or for the benefit of a country, state, organisation, entity, or person embargoed or blocked by any government, including those on sanctions lists identified by Australia or the United States of America, with intent to cause physical or emotional harm to others, or to confess to crimes posthumously.

We may add to or update the list of Restricted Activities at any time.

c) Other Restricted Activities:

You may not use the Services to facilitate illegal actions or to permit others to use the Services for such activities. In addition, you may not allow, and may not allow others to: (i) access or attempt to access non-public BePrepared systems, programs, data, or services; (ii) copy, reproduce, republish, upload, post, transmit, resell, or distribute in any way, any data, content, or any part of the Services, Documentation, or our website except as expressly permitted by applicable Laws; (iii) act as service bureau or pass-through agent for the Services with no added value to Customers; (iv) transfer any rights granted to you under this User Agreement; (v) work around any of the technical limitations of the Services or enable functionality that is disabled or prohibited; (vi) reverse engineer or attempt to reverse engineer the Services except as expressly permitted by Laws; (vii) perform or attempt to perform any actions that would interfere with the normal operation of the Services or affect use of the Services by our other users; or (ix) impose an unreasonable or disproportionately large load on the Service.

d) Security Controls

We may provide or suggest security procedures and controls intended to reduce the risk to you of fraud or compromise ("**Security Controls**"). You agree to review the Security Controls and the Documentation that we provide to you, and to select the Security Controls that meet your personal requirements. If you believe that the Security Controls we provide are insufficient, then you agree to separately implement additional controls that meet your requirements. You may review some of the details of our Security Controls on our website.

7. Suspicion of Unauthorised or Illegal Use

We may refuse, condition, or suspend any account that we believe may violate this User Agreement or other agreements you may have with BePrepared; or that expose you, BePrepared, or others to risks unacceptable to BePrepared. If we suspect or know that you are using or have used the Services for unauthorised, fraudulent, or illegal purposes, we may share any information related to such activity with the appropriate, regulatory authority, or law enforcement agency consistent with our legal obligations. This information may include information about you, your BePrepared Account, your Recipients, and content made through your use of the Services.

8. Disclosures and Notices; Electronic Signature Consent

a) Consent to Electronic Disclosures and Notices

By registering for a BePrepared Account, you agree that such registration constitutes your electronic signature, and you consent to electronic provision of all disclosures and notices from BePrepared ("**Notices**"), including those required by Law. You also agree that your electronic consent will have the same legal effect as a physical signature.

b) Methods of Delivery

You agree that BePrepared can provide Notices regarding the Services to you through our website or through the Dashboard (as defined below), or by mailing Notices to the email, phone number or physical addresses identified in your BePrepared Account. Notices may include notifications about your BePrepared Account, changes to the Services, or other information we are required to provide to you. You also agree that electronic delivery of a Notice has the same legal effect as if we provided you with a physical copy. We will consider a Notice to have been received by you within 24 hours of the time a Notice is either posted to our website, texted via SMS or emailed to you.

c) SMS and Text Messages

You authorise us to provide Notices to you via text message to allow us to verify your or your Representative's control over your BePrepared Account (such as through two-step verification), and to provide you with other critical information about your BePrepared Account. Standard text or data charges may apply to such Notices.

d) Requirements for Delivery

It should come as no surprise to you that you will need a computer or mobile device, Internet connectivity, and an updated browser to access your Dashboard and review the Notices provided to you.

e) Withdrawing Consent

Due to the nature of the Services, you will not be able to begin using the Services without agreeing to electronic delivery of Notices. However, you may choose to withdraw your consent to receive Notices electronically by terminating your BePrepared Account.

9. Termination

a) Term and Termination

This User Agreement is effective upon the date you first access or use the Services and continues until terminated. You may terminate this User Agreement by closing your BePrepared Account at any time by opening the settings tab in your account settings, selecting “Delete Account” and ceasing to use the Service. If you use the Services again or register for another BePrepared Account, you are consenting to this User Agreement. We may terminate this User Agreement or close your BePrepared Account at any time for any reason by providing you Notice. We may suspend your BePrepared Account and your ability to access Items in your BePrepared Account, or terminate this User Agreement, if (i) we determine in our sole discretion that you are ineligible for the Services because of significant legal risk, or any other risks associated with your BePrepared Account; (ii) you use the Services in a prohibited manner or otherwise do not comply with any of the provisions of this User Agreement; or (iii) any Law requires us to do so.

b) Effects of Termination

Termination does not immediately relieve you of obligations incurred by you under this User Agreement. Upon termination, you agree to pay all unpaid Fees owed by you to BePrepared.

In addition, upon termination you understand and agree that: (i) all licences granted to you by BePrepared under this User Agreement will end; (ii) we reserve the right (but have no obligation) to delete all of your information and account data stored on our servers within 10 days of termination; (iii) we will not be liable to you for compensation, reimbursement, or damages related to your use of the Services, or any termination or suspension of the Services or deletion of your information or account data; and (iv) you are still liable to us for any Fees, or other financial obligation incurred by you or through your use of the Services prior to termination.

Section B: Data Usage, Privacy and Security

1. Data Usage Overview

Protecting, securing, and maintaining the information processed and handled through the Services is one of our top priorities, and it should be yours too. This section describes our respective obligations when handling and storing information connected with the Services. The following terms used in this section relate to data provided to BePrepared by you or your Customers, or received or accessed by you through your use of the Services:

“**Data**” used without a modifier means all Personal Data, User Data and Payment Data.

“**Payment Data**” means payment account details, information communicated to or by Financial Services Providers, financial information specifically regulated by Laws and network rules, and any other information used to complete a transaction.

“**Personal Data**” means information that identifies a specific living person (not a company, legal entity, or machine) and is transmitted to or accessible through the Services.

“**User Data**” means information that a user uploads to their account, including but not limited to files, documents, images, videos, emails, bills and informational records.

BePrepared processes, analyses, and manages Data to: (a) provide Services to you, other BePrepared users, and Recipients; (b) mitigate fraud, financial loss, or other harm to users, Recipients and BePrepared; and (c) analyse, develop and improve our products, systems, and tools. BePrepared provides Data to third-party service providers, including Financial Services Providers and their affiliates, as well as BePrepared global affiliates, to allow us to provide Services to you and other users. We do not provide Personal Data to unaffiliated parties for marketing their products to you. You understand and consent to BePrepared's use of Data for the purposes and in a manner consistent with this Section D.

2. Data Protection and Privacy

a) Confidentiality

BePrepared will only use User Data as permitted by this User Agreement, by other agreements between you and us. We will protect all Data we receive through the Services, and will not disclose or distribute any such Data, and will only use such Data in conjunction with the Services and as permitted by this User Agreement or by other agreements between you and us. We will not use Personal Data for marketing unless we have received your express consent to do so. We will not disclose Payment Data to others except in connection with processing transactions requested by you or as authorised under this User agreement, and consistent with applicable Laws and network rules.

b) Privacy

Protection of Personal Data is very important to us. Our Privacy Policy explains how and for what purposes we collect, use, retain, disclose, and safeguard the Personal Data you provide to us. You agree to review, and agree to, the terms of our Privacy Policy, and you acknowledge and agree that we may update our Privacy policy, from time to time.

You affirm that you are now, and will continue to be, compliant with all applicable Laws governing privacy and your use of Data that you provide to us or access through your use of the Services. You also affirm that you have obtained all necessary rights and consents under applicable Laws to disclose to BePrepared — or allow BePrepared to collect, use, retain, and disclose — any Personal Data that you provide to us or authorise us to collect, including Data that we may collect directly from using cookies or other similar means. Additionally, where required by Law or network rules, we may delete or disconnect your Personal Data from your BePrepared Account.

If we become aware of an unauthorized acquisition, disclosure or loss of Personal Data on our systems, we will notify you consistent with our obligations under applicable Law. We will also notify you and provide you sufficient information regarding the unauthorized acquisition, disclosure or loss to help you mitigate any negative impact.

c) Data Transfers

We may disclose your Personal Information (as that term is defined in the Privacy Act 1988 (Cth)) to our related entities or to third parties located in countries where the laws on the collection, use and disclosure of Personal Information are less stringent or protective than Australia. If you enter this agreement, you consent to the disclosure of your Personal Information overseas and Australia Privacy Principle 8.1 (as set out in the Privacy Act 1988 (Cth)) will not apply to this disclosure.

3. Security and Fraud Controls

a) BePrepared's Security

BePrepared will maintain commercially reasonable administrative, technical, and physical procedures to protect User Data and Personal Data stored in our servers from unauthorised access, accidental loss, modification, or breach, and we will comply with applicable Laws and network rules when we handle User and Personal Data. However, no security system is impenetrable and we cannot, and do not, guarantee that unauthorised parties will never be able to defeat our security measures or misuse any Data in our possession. You provide User Data and Personal Data to BePrepared with the understanding that any security measures we provide may not be appropriate or adequate for your personal circumstances, and you agree to implement the Security Controls and any additional controls that meet your specific requirements. In our sole discretion, we may take any action, including suspension of your BePrepared Account, to maintain the integrity and security of the Services or Data, or to prevent harm to you, us, Recipients or others. You irrevocably waive any right to make a claim against us for losses you incur that may result from our actions.

b) Your Security

You are solely responsible for the security of any Data on your computer, phone, that's in your possession, or that you are otherwise authorised to access or handle.

c) Security and Fraud Controls

We may provide or suggest Security Controls to you, but we cannot guarantee that you will never become a victim of fraud, even if Security Controls are applied. Any Security Controls we provide or suggest may include processes or applications developed by BePrepared, its affiliates, or other companies. You agree to review all the Security Controls we suggest and choose those that are appropriate for your business to protect against unauthorised access or transactions and, if appropriate, independently implement other security procedures and controls not provided by us. If you disable or fail to properly use Security Controls, you will increase the likelihood of unauthorised access, fraud, losses, and other similar occurrences. We may assist you with recovering lost funds, but you are solely responsible for losses due to lost or stolen credentials or accounts, compromise of your username or password, and any other unauthorised use or modification of your BePrepared Account. BePrepared is not liable or responsible to you, and you waive any right to bring a claim against us, for any losses that result from the use of lost or stolen credentials or accounts to engage in fraudulent actions, unless such losses result from BePrepared's wilful or intentional actions. Further, you will fully reimburse us for any losses we incur that result from the use of lost or stolen credentials or accounts.

Section C: Additional Legal Terms

1. Right to Amend

We have the right to change or add to the terms of these User Agreement at any time, and to change, delete, discontinue, or impose conditions on use of the Services by posting such changes on our website or any other website we maintain or own. We may provide you with Notice of any changes through the Dashboard, via email, or through other means. Your use of the Services, after we publish any such changes on our website, constitutes your acceptance of the terms of the modified User Agreement.

2. Assignment

You may not assign this User Agreement, any rights or licences granted in this User Agreement, or operation of your BePrepared Account to others.

3. Right to Audit

If we believe that a security breach, leak, loss, or compromise of Data has occurred on your systems affecting your compliance with this User Agreement, we may require you to permit a third-party auditor approved by us to conduct a security audit of your systems. The auditor will issue a report to us.

4. No Agency; Third-Party Services

Nothing in this User Agreement serves to establish a partnership, joint venture, or other agency relationship between you and us. Each party to this User Agreement, is independent.

We may reference or provide access to third-party services, products, and promotions that utilize, integrate, or provide ancillary services to the Services ("**Third-Party Services**"). These Third-Party Services are provided for your convenience only and do not constitute our approval, endorsement, or recommendation of any such Third-Party Services for you. You access and use any Third-Party Service based on your own evaluation and at your own risk. You understand that your use of any Third-Party Service is not governed by this User Agreement. If you decide to use a Third-Party Service, you will be responsible for reviewing, understanding and accepting the terms and conditions associated with its use. We expressly disclaim all responsibility and liability for your use of any Third-Party Service. Please also remember that when you use a Third-Party Service, our Privacy Policy is no longer in effect. Your use of a Third-Party Service, including those that have a link on our website, is subject to that Third-Party Service's own terms of use and privacy policies.

5. Force Majeure

Neither party will be liable for any delays in processing or other nonperformance caused by telecommunications, utility, failures, or equipment failures; labor strife, riots, war, or terrorist attacks; nonperformance of our vendors or suppliers, fires or acts of nature; or any other event over which the respective party has no reasonable control. However, nothing in this section will affect or excuse your liabilities or your obligation to pay Fees under this User Agreement.

6. Your Liability For Third-Party Claims Against Us

You agree to defend BePrepared, our affiliates, and their respective employees, agents, and service providers (each a "**BePrepared Entity**") against any claim, suit, demand, loss, liability, damage, action, or proceeding (each, a "Claim") brought by a third party against a BePrepared Entity, and you agree to fully reimburse the BePrepared Entities for any Claims, howsoever arising, that result from: (i) arising from your use or misuse of the Services; (ii) your breach of any provision of this User Agreement; and (iii) any Fees, fines, disputes, or any other liability we incur that otherwise results from your use or misuse of the Services.

7. Representations and Warranties

By accepting the terms of this User Agreement, you represent and warrant that: (a) you are eligible to register and use the Services and have the authority to execute and perform the obligations required by this User Agreement; (b) any information you provide us about your business, products, or services is accurate and complete; (c) you will comply with all Laws applicable to your use of the Services; (d) you will not use the Service, directly or indirectly, for any fraudulent or illegal undertaking, or to interfere in any manner with the normal operation of the Service.

8. No Warranties

We provide the services “as is” and “as available”, without any express, implied, or statutory warranties of title, fitness for a particular purpose, noninfringement, or any other type of warranty or guarantee. No data, documentation or any other information provided by BePrepared or obtained by you from or through the services — whether from BePrepared or another BePrepared entity, and whether or oral or written — creates or implies any warranty from a BePrepared entity to you.

The BePrepared entities disclaim any knowledge of, and do not guarantee: (a) the accuracy, reliability, or correctness of any data provided through the services; (b) that the services will meet your specific needs or requirements; (c) that the services will be available at any particular time or location, or will function in an uninterrupted manner or be secure; (d) that BePrepared will correct any defects or errors in the service, documentation, or data; or (e) that the services are free of viruses or other harmful code. Use of data you access or download through the services is done at your own risk — you are solely responsible for any damage to your property, loss of data, or any other loss that results from such access or download.

Nothing in this user agreement operates to exclude, restrict or modify the application of any implied condition, warranty or guarantee, or the exercise of any right or remedy, or the imposition of any liability under law where to do so would: (a) contravene that law; or (b) cause any term of this user agreement to be void.

To the extent that you acquire goods or services from BePrepared as a consumer within the meaning of the Australian Consumer Law, you have certain rights and remedies (including consumer guarantee rights) that cannot be excluded, restricted or modified by agreement. To the extent that the Australian Consumer Law permits BePrepared to limit its liability, then BePrepared’s liability shall be limited to: (a) in the case of services, supplying the services again or payment of the cost of having the services supplied again; and (b) in the case of goods, replacing the goods, supplying equivalent goods or repairing the goods, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.

9. Limitation of Liability

Under no circumstances will any BePrepared Entity be responsible or liable to you for any indirect, punitive, incidental, special, consequential, or exemplary damages resulting from your use or inability to use the Services or for the unavailability of the Services, for lost profits, personal injury, or property damage, or for any other damages arising out of, in connection with, or relating to this User Agreement or your use of the Services, even if such damages are foreseeable, and whether or not you or the BePrepared Entities have been advised of the possibility of such damages. The BePrepared Entities are not liable, and deny responsibility for any damages, harm, or losses to you arising from or relating to hacking, tampering, or other unauthorised access or use of the Services, your BePrepared Account, or Data, or your failure to use or implement anti-fraud measures, the Security Controls, or any other data security measure. The BePrepared Entities further deny responsibility for all liability and damages to you or others caused by (a) your access or use of the Services inconsistent with the Documentation; (b) any unauthorised access of servers, infrastructure, or Data used in connection with the Services; (c) interruptions or cessation of the Services; (d) any bugs, viruses, or other harmful code that may be transmitted to or through the Services; (e) any errors, inaccuracies, omissions, or losses in or to any Data provided to us; (f) third-party content provided by you; or (g) the defamatory, offensive, or illegal conduct of others.

You agree to limit any additional liability not disclaimed or denied by the BePrepared Entities under this User Agreement to your direct and documented damages; and you further agree that under no circumstances will any such liability exceed in the aggregate the amount of Fees paid by you to BePrepared during the three-month period immediately preceding the event that gave rise to your claim for damages.

These limitations on our liability to you will apply regardless of the legal theory on which your claim is based, including contract, tort (including negligence), strict liability, or any other theory or basis.

10. Responding to Legal Process

BePrepared may respond to and comply with any writ of attachment, lien, levy, subpoena, warrant, or other legal order (“**Legal Process**”) that we believe to be valid. Where permitted by Law, we will make reasonable efforts to provide you Notice of such Legal Process by sending a copy to the email address we have on file for you. BePrepared is not responsible for any losses, whether direct or indirect, that you may incur as a result of our response or compliance with a Legal Process.

11. Dispute Resolution; Agreement to Arbitrate

a) Binding Arbitration

Any dispute, controversy or claim arising out of or relating to this contract, including the formation, interpretation, breach or termination thereof, including whether the claims asserted are arbitrable, will be referred to and finally determined by arbitration in accordance with the Resolution Institute Arbitration Rules. Unless the parties agree upon an arbitrator, either party may request a nomination from the Chair of Resolution Institute. The place of the arbitration will be Melbourne, Australia. The language to be used in the arbitral proceedings will be English. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof.

This User Agreement and the rights of the parties hereunder shall be governed and construed in accordance with the laws of Victoria, Australia, exclusive of conflict or choice of law rules. Nothing in this paragraph will preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

b) Service of Process

Each party hereby irrevocably and unconditionally consents to service of process through personal service at their primary address. Nothing in this User Agreement will affect the right of any party to serve process in any other manner permitted by Law.

c) Class Waiver

To the fullest extent permitted by Law, each of the parties agrees that any dispute arising out of or in connection with this User Agreement, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim or dispute proceeds in court rather than through arbitration, each party knowingly and irrevocably waives any right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this User Agreement or any of the transactions contemplated between the parties.

d) Provision of an Award

Subject to the limitations of liability identified in this User Agreement, the appointed arbitrators may award monetary damages and any other remedies allowed by Law. In making a determination, the arbitrator will not have the authority to modify any term or provision of this User Agreement. The arbitrator will deliver a reasoned written decision with respect to the dispute (the “**Award**”) to each party, who will promptly act in accordance with the Award. Any Award (including interim or final remedies) may be confirmed in or enforced by any court having jurisdiction over either party or its assets. The decision of the arbitrator will be final and binding on the parties and will not be subject to appeal or review.

e) Fees

Each party will advance one-half of the fees and expenses of the arbitrator, the costs of the attendance of the court reporter at the arbitration hearing, and the costs of the arbitration facility. In any arbitration arising out of or related to this User Agreement, the arbitrator will award to the prevailing party, if any, the costs and attorneys’ fees reasonably incurred by the prevailing party in connection with those aspects of its claims or defenses on which it prevails, and any opposing awards of costs and attorneys’ fees awards will be offset.

f) Confidentiality

The parties will maintain the confidential nature of the arbitration proceeding, the hearing and the Award, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, or confirmation of an Award or its enforcement, or unless otherwise required by applicable Laws. The parties, witnesses, and arbitrator will treat as confidential and will not disclose to any third person (other than witnesses or experts) any documentary or other evidence produced in any arbitration hereunder, except as required by Law or except if such evidence was obtained from the public domain or was otherwise obtained independently from the arbitration.

g) Conflict of Rules

In the case of a conflict between the provisions of this Section C.11.g and the rules governing arbitration identified in Section C.11.a, the provisions of this Section C.11.g will prevail. If any provision of this agreement to arbitrate is held invalid or unenforceable, it will be so held to the minimum extent required by Law and all the other provisions will remain valid and enforceable.

12. Entire Agreement

This User Agreement and all policies and procedures that are incorporated by reference constitute the entire agreement between you and BePrepared for provision and use of the Services. Except where expressly stated otherwise in a writing executed between you and BePrepared, this User Agreement will prevail over any conflicting policy or agreement for the provision or use of the Services. This User Agreement sets forth your exclusive remedies with respect to the Services. If any provision or portion of this User Agreement is held to be invalid or unenforceable under Law, then it will be reformed and interpreted to accomplish the objectives of such provision to the greatest extent possible, and all remaining provisions will continue in full force and effect.

13. Survival

All provisions of this User Agreement that give rise to a party's ongoing obligation will survive termination of this User Agreement.

BUSINESS ACCOUNT AGREEMENT

Overview of this Business Account Agreement

This Business Account Agreement provides a general description of the services BePrepared may provide to a Business User, including allowing Business Users to resell subscriptions to custom-branded versions of the BePrepared App (“**Business Services**”).

Before using the Business Services, you must register with BePrepared and create a Business Account (a “**BePrepared Business Account**”).

Section A: General Terms

1. Definitions

“**Active Subscription**” means a Subscription that has been activated by an End User.

“**Affiliate**” means, with respect to an entity, another entity that controls, is controlled by, or is under common control with the first entity.

“**BePrepared Services**” means the services provided by BePrepared to its End Users from time to time, including, without limitation, the BePrepared App.

“**BePrepared User Terms**” means the agreement between BePrepared and End Users. BePrepared User Terms include any terms of service, acceptable use policies, or other contracts or rules established by BePrepared for End Users.

“**Business User Terms**” means the agreement between Business User and an End User under which the End User has obtained access to the Service or has obtained the right to sell Subscriptions on Business User’s behalf.

“**Confidential Information**” means this Business Account Agreement and all Schedules (including pricing), any amendments to this Business Account Agreement, the non-public portions of the Service, the Documentation, and any other written or electronic information that is either (i) marked as confidential and/or proprietary, or which is accompanied by written notice that such information is confidential and/or proprietary, or (ii) not marked or accompanied by notice that it is confidential and/or proprietary but which, if disclosed to any third party, could reasonably and foreseeably cause competitive harm to the owner of such information. Confidential Information does not include information which, as demonstrated by the receiving party, is: (i) publicly available, (ii) lawfully obtained by a party from third parties without restrictions on disclosure, or (iii) independently developed by a party without reference to or use of Confidential Information.

“**Continuation Period**” means the period beginning on the end of the Term and ending on the termination or expiration of the last outstanding Subscription.

“**End User**” means a person that: (i) has purchased access to the Service from Business User or otherwise has the right to access the Service under the Business User Terms; and (ii) is not Business User or an Affiliate of Business User.

“**End User Data**” means any information about End Users that Business User provides to BePrepared in connection with Business User’s sale of Subscriptions.

“**Documentation**” means publications such as reference, user, systems administration and/or technical guides (in electronic or hard copy or on-line) relating to the use of the Service made available by BePrepared to Business User from time to time.

“**Inactive Subscription**” means all purchased Subscriptions other than Active Subscriptions.

“Intellectual Property Rights” means all rights in, to, or arising out of: (i) any Australian, international or foreign patent, international or foreign patent or any application therefore and any and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; (ii) inventions (whether patentable or not in any country), invention disclosures, improvements, trade secrets, proprietary information, know-how, technology and technical data; (iii) copyrights, copyright registrations, mask works, mask work registrations, and applications therefore in Australia or any foreign country, and all other rights corresponding thereto throughout the world; and (iv) any other proprietary rights anywhere in the world.

“Modifications” means any bug fixes, error corrections, workarounds, patches, enhancements, updates or upgrades of the Service that BePrepared makes generally available to its customers.

“Professional Services” means the customization and integration services of BePrepared specified on Schedule A.

“Order” means a written or electronic request from Business User to purchase Subscriptions.

“Service” means any of the subscription services provided by BePrepared and described on Schedule A.

“Service Data” means any information that BePrepared collects through its operation of the Service (other than End User Data provided by Business User) including any information BePrepared collects from End Users through their use of the Service.

“Subscription” means a subscription to the Service resold by Business User to an End User under this Business Account Agreement.

2. Appointment

Subject to the terms and conditions of this Business Account Agreement, BePrepared appoints the Business User to act during the Term as a non-exclusive Business User authorised to market, resell and support Subscriptions and Business User accepts such appointment. Business User may market and sell the Subscriptions as a bundled feature of value-added solutions or on a standalone basis.

3. Purchasing Process

Business User may establish a front-end, portal or similar interface for its customers to access the BePrepared Services. The Business User’s customers may register as End Users, on the BePrepared User Terms.

Inactive or Unused Subscriptions will expire in accordance with the BePrepared User Terms.

4. No Restrictions on BePrepared Activities

Business User acknowledges that its appointment under this Business Account Agreement is non-exclusive and nothing in this Business Account Agreement limits in any manner BePrepared’s marketing, distribution or sales activities or its rights to market, distribute or sell, directly or indirectly, or appoint any other person or company as a dealer, distributor, Business User, licensee or agent for the Service.

5. No Agency

BePrepared and Business User each acknowledge and agree that the relationship established by this Business Account Agreement is that of independent contractors, and nothing contained in this Business Account Agreement will be construed to: (i) give either party the power to direct or control

the day to day activities of the other; (ii) deem the parties to be acting as partners, joint venturers, co owners or otherwise as participants in a joint undertaking; or (iii) permit either party or any of either party's officers, directors, employees, agents or representatives to create or assume any obligation on behalf of or for the account of the other party for any purpose whatsoever.

Section B: Restrictions

6. Restrictions.

Business User must not appoint any other person, firm, or entity as a Business User, sub-distributor or agent for the Service. Nothing in this Business Account Agreement will be construed to give Business User a right to use, or otherwise obtain access to, any source code from which the Service is compiled or interpreted, and Business User must not reverse engineer, decompile, disassemble or otherwise attempt to reconstruct or obtain any such source code. Other than resale of access to the Service subject to the BePrepared User Terms and as specifically contemplated in this Business Account Agreement, Business User must not assign, sublicense, market, sell, lease, rent, distribute, convey, timeshare or otherwise transfer, or pledge as security or otherwise encumber, the rights granted hereunder with respect to the Service. Business User must not allow any party to access or use the Service other than as provided in this Business Account Agreement.

7. BePrepared User Terms.

Business User must ensure that each End User accepts the BePrepared User Terms prior to being granted access to the Service.

Section C: Marketing and promotion

8. Branding and Technical Integration

Business User must provide BePrepared with branding materials for delivering customized versions of the Service as specified in Schedule A (the "White Label Materials"). Business User hereby grants BePrepared a limited, royalty-free license to use the White Label Materials during the Term and any Continuation Period solely to provide the rebranded Service. BePrepared will promptly rebrand any Modifications of the Service requiring rebranding. In addition, the parties must perform such technical integration tasks as specified in Schedule A to facilitate the rebranding.

9. Business User's Efforts

Business User must: (i) keep BePrepared promptly informed as to any problems encountered by End Users or by Business User with the Service, and to communicate to BePrepared any resolution or proposed resolutions relating to such problems, via the proper points of contact as provided by BePrepared; and (ii) maintain accurate records of all End Users and other parties to which Business User sells Subscriptions, including the names and addresses of such parties, the Subscription start and end dates, and the BePrepared User Terms and Business User Terms as applicable.

10. Promotional Materials; Marketing

BePrepared will provide Business User with a reasonable amount of sales and marketing literature in English relating to the Service. The parties will agree on the form of the customized literature to be used by Business User, and each party will bear its own costs associated with the creation and reproduction of such customized literature. Business User must adhere to BePrepared's branding and marketing guidelines and restrictions as provided to Business User by BePrepared.

11. Publicity

During the Term, subject to the other party's prior written approval, each party may post on its web site the other party's logo and/or hyperlink to the other party's web site, use the other party's name in connection with proposals to other prospective customers and otherwise refer to the other party and the Service and service offering contemplated hereby in print or electronic form for marketing or reference purposes.

12. Billing

During the Term, Business User will be solely responsible for billing End Users for their use of the Service or sales of Subscriptions, as applicable.

13. Trademark Usage

- a) BePrepared hereby grants to Business User a non-exclusive license during the Term to use BePrepared's trademarks and solely for display or advertising purposes in connection with marketing, promoting, and resale of the Service in accordance with this Business Account Agreement.
- b) Business User hereby grants to BePrepared a non-exclusive license during the Term and any Continuation Period to use Business User's trademarks included in the White Label Materials solely to create the rebranded Service.
- c) Upon expiration or termination of this Business Account Agreement, each party's right to use the others' trademarks will cease and each party must immediately remove any reference to the other party from its website(s) and from any marketing materials or documentation, except that BePrepared may continue to use Business User's trademarks solely to provide the rebranded Service to any End Users with Subscriptions continuing after termination of the Agreement for the remaining term of such Subscriptions.
- d) Neither party grants any rights in its trademarks, trade name, service mark, business name or goodwill of the other except as expressly permitted hereunder or by separate written agreement of the parties.

Section D: Training and Support

14. Training

BePrepared will provide to Business User's sales and technical personnel, via web conference, at the rates set forth in Schedule A: (i) the number of training sessions and source training material described in Schedule A, deemed by BePrepared to enable Business User's sales and support staff to become knowledgeable about the capabilities and operation of, and support for, the Service, such training to include the technical consulting services and training described in Schedule A to ensure that Business User has the internal capability to, among other things, provide adequate and proper customer support for the Service.

15. Technical Support

BePrepared will provide technical support to Business User personnel on an "as needed" basis. BePrepared will endeavour (but does not guarantee) to provide 99.9% uptime outside scheduled maintenance and will seek to correct reported errors in a timely manner. BePrepared and Business User will outline any further, special or additional technical support obligations in a customized Schedule B. BePrepared will have no obligation to provide any technical support directly to an End User unless BePrepared and Business User agree in writing in advance that Business User will provide such support to their users.

Section E: Intellectual Property Rights

16. Intellectual Property Rights

As between BePrepared and Business User, subject to the licenses granted herein and Business User's rights in the White Label Materials, BePrepared retains all right, title and interest in and to the Service, the Service Data, the Professional Services, and the Documentation, including all copies of the foregoing in any form or medium, whether now known or existing or hereafter developed, and further including all Intellectual Property Rights therein. Without limiting the foregoing, any developments, additions enhancements, improvements or derivatives of the Service (other than the White Label Materials) developed by BePrepared and made available to End Users pursuant to this Business Account Agreement will be deemed to constitute part of the Service, subject to the licenses set forth herein. BePrepared reserves all rights not expressly granted to Business User. Business User hereby grants BePrepared a perpetual, irrevocable, royalty-free and transferrable license to use the End User Data for any purpose. Other than the licenses granted in this Business Account Agreement, Business User retains all right, title and interest in and to the White Label Materials and the End User Data.

Section F: Fees, Pricing and Payment Terms

17. Pricing

Business User must pay to BePrepared the fees set forth on the attached Schedule A for Subscriptions and for Professional Services provided by BePrepared. Unless otherwise set forth on Schedule A, BePrepared will invoice Business User for such fees monthly at BePrepared's then-standard rates.

18. Payment Terms

All prices are stated in Australian Dollars and do not include GST, sales, use, value-added or import taxes, customs duties or similar taxes that may be assessed by any jurisdiction. Business User must pay BePrepared within thirty (30) days of receipt of an invoice.

19. Actions for Non-Payment

Should Business User fail to satisfy any payment with respect to an End User (including by reason of the End User's nonpayment of Business User), then, in addition to any and all other remedies available to it and upon prior written notice to the End User, BePrepared may suspend the End User's access to the Service and any other services provided by BePrepared to that End User. Should BePrepared disable access to the Service under this Section then Business User or the End User may reinstate such access by paying all amounts owed to BePrepared, including any attorneys fees or other fees related to collection of any outstanding amounts. For the sake of clarity, any action taken by BePrepared pursuant to this Section 19 will not relieve Business User of any obligations under this Business Account Agreement and Business User will be responsible for all costs of collection from End Users, even if the Service is not reinstated for the affected End User.

20. Taxes

All taxes, withholdings, duties, fees and other governmental charges of any kind (including sales and use taxes, but excluding taxes based on the gross revenues or net income of BePrepared) which are imposed by or under the authority of any government or any political subdivision thereof on the amounts charged by BePrepared to Business User under this Business Account Agreement will be borne by Business User and will not be considered a part of, a deduction from or an offset against the fees charged to Business User hereunder.

Section G: Warranties, Liability, Indemnity and Insurance

21. BePrepared Warranties

BePrepared represents and warrants to Business User that it has the right to enter into this Business Account Agreement, perform its obligations hereunder and grant the rights granted to Business User in this Business Account Agreement.

22. Business User Warranties

Business User represents and warrants to BePrepared that Business User has the right to enter into this Business Account Agreement and to perform its obligations hereunder. Business User must make no representations, warranties or guarantees to End Users regarding the Service other than what is in Documentation, the BePrepared User Terms, or otherwise agreed to by BePrepared in writing.

23. WARRANTY DISCLAIMER

Except as specifically set forth herein, BePrepared makes no warranties, express, implied or statutory to business user, regarding or relating to the service provided to business user under this agreement, including but not limited to any warranty that the service will meet business user's or its customers requirements or that the operation thereof or access thereto will be error free, current or uninterrupted. to the greatest extent allowed by law, BePrepared specifically disclaims all implied warranties of merchantability, fitness for a particular purpose, and warranties arising from course of dealing, usage or trade practice, except to the extent that any warranties implied by law cannot be validly waived.

24. Indemnification

Business User acknowledges that by entering into and performing its obligations under this Business Account Agreement, BePrepared does not assume and should not be exposed to the business and operational risks associated with Business User's or End User's business. Accordingly, Business User must defend, indemnify, and hold harmless BePrepared, its officers, directors, employees and Affiliates (the "**BePrepared Indemnified Parties**") from and against any and all suits, proceedings, assertions, damages, costs, liabilities, or expenses (including court costs and reasonable legal fees) incurred as a result of claims of End Users, other third parties or government authorities against the BePrepared Indemnified Parties arising from, connected with or relating to (i) products and services sold or distributed by Business User other than the Service, (ii) any claims or allegations based on a representation by Business User with respect to the Service; (iii) any breach of Business User's covenants, representations and warranties under this Business Account Agreement; (iv) any alleged breach or contravention of any law, regulation or other enactment relating to Business User's unauthorized promotion, sale or other activities related to the Service; or (v) any of the Exclusions. With respect to a claim covered by this Section 24, BePrepared shall give prompt written notice to Business User of any such claim and give Business User the authority to proceed as contemplated herein. Business User will have the exclusive right to defend any such claim, and make settlements thereof at its own discretion; provided that Business User may not settle or compromise such claim to the extent such settlement imposes any liability or responsibility on BePrepared, in which case it shall first obtain the prior written consent of BePrepared (which consent may be withheld in BePrepared's sole discretion). At Business User's cost, BePrepared shall give such assistance and information as Business User may reasonably require to settle or oppose such claims.

25. Limitations of Liability

Except in connection with its indemnification obligations, a breach by either party of its confidentiality obligations or in connection with the enforcement of BePrepared's intellectual property rights, in no event will either party be liable for any loss of profits, loss of use, loss of good will, business interruption, computer failure or malfunction, loss of content or data, cost of cover or indirect, punitive, special, incidental or consequential damages of any kind arising out of this business account agreement. Except in connection with its indemnification obligations, a breach by either party of its confidentiality obligations or in connection with the enforcement of BePrepared's intellectual property rights, each party's maximum cumulative liability arising from or related to this agreement for any cause whatsoever, regardless of the form of any claim or action, whether based in contract, tort or any other legal theory, shall not exceed the aggregate fees paid by business user to BePrepared pursuant to this business account agreement in the twelve months immediately preceding the occurrence of the event giving rise to the claim. The allocations of liability represent the agreed and bargained-for understanding of the parties and BePrepared's compensation under this agreement reflects such allocations.

26. Insurance

Each party must maintain in effect during the Term general liability insurance in an amount as is reasonable and customary for businesses engaged in a similar line of business. Such insurance coverage will be obtained from reputable insurance companies or associations.

Section H: Records and Confidential Information

27. Records

Business User must maintain complete and accurate records as required hereunder, and must provide to BePrepared, upon request, copies of all such records. Business User's records must include information sufficient to verify each End User's acceptance of a specific version of the BePrepared User Terms and Business User Terms (if applicable).

28. Confidential Information

Neither party may, without the prior written consent of the other party, disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Business Account Agreement) the Confidential Information of the other party, during the Term of this Business Account Agreement and for **three years** following the expiration or termination hereof. Each party agrees that it will treat all Confidential Information with the same degree of care as it accords to its own Confidential Information, and each party represents that it exercises reasonable care to protect its own Confidential Information. The receiving party may disclose Confidential Information if required by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under this Business Account Agreement, provided that the receiving party gives the disclosing party reasonable prior written notice sufficient to permit the disclosing party an opportunity to contest such disclosure and shall cooperate at the receiving party's own expense in preventing or limiting such compelled disclosure.

Section I: Term and Termination

29. Term; Initial Term; Renewals

This Business Account Agreement becomes effective as of the Effective Date and, unless earlier terminated as provided herein, remain in full force and effect on a month by month arrangement until either party notifies the other party in writing of its intent to terminate, in which case the Business Account Agreement will terminate at the end of calendar the month following the calendar month in which written notice is served to the other party. **Termination for Cause**

BePrepared may terminate this Business Account Agreement for any reason by giving 90 days prior written notice to Business User. Either party may, by written notice to the other party, terminate this Business Account Agreement and declare all sums due and to become due hereunder immediately payable if any of the following events occur: (i) the non-terminating party is in breach of this Business Account Agreement, which breach, if capable of being cured, is not cured within thirty (30) days, or, in the case of non-payment by Business User, five (5) days, after the terminating party gives the other party written notice of such breach; or (ii) the non-terminating party terminates its business activities or becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority. Termination will become effective immediately or on the date set forth in the written notice of termination and shall be in addition to any other rights available to the terminating party under law or equity. The terminating party's remedies shall be cumulative and there shall be no obligation to exercise a particular remedy.

30. Effect of Termination or Expiration

Upon the expiration or termination of the Agreement, (i) each party will return to the other party any Confidential Information of the other party; (ii) Business User will no longer have access to the Service and Professional Services and shall immediately return to BePrepared all copies of the Documentation in its possession or control; and (iii) all valid BePrepared User Terms in place with End Users on the effective date of termination shall remain in place. All other rights and obligations of the parties (other than Business User's payment obligations) shall cease upon termination or expiration of this Business Account Agreement.

31. Survival

The provisions of Sections 1 (Definitions), 13 (Trademark Usage), 16 (Intellectual Property Rights), Section G (Warranties, Liability, Indemnity and Insurance), 28 (Confidential Information), Section I (Term and Termination), and Section J (Miscellaneous) shall survive termination or expiration of this Business Account Agreement. In addition, any provision that specifically references the Continuation Period will continue to operate for that period.

Section J: Miscellaneous

32. Non-solicitation

During the Term and for one year thereafter, neither party shall, directly or indirectly, solicit or hire any employees of the other party. General advertising or job postings not specifically directed at the other party will not be deemed to be a breach of this provision.

33. Entire Agreement

This Business Account Agreement (including the Schedule(s)) contains the entire agreement of the parties with respect to the subject matter herein and supersedes all prior, collateral or contemporaneous communications, representations, understandings and agreements, either oral or

written, between the parties with respect to said subject matter. This Business Account Agreement may be amended or supplemented only by a writing that refers specifically to this Business Account Agreement and that is signed by duly authorized representatives of both parties. No terms, provisions or conditions of any request for proposal, purchase order, acknowledgement or other business form that either party may use in connection with this Business Account Agreement will have any effect on the rights, duties or obligations of the parties hereunder, or otherwise modify, this Business Account Agreement, regardless of any failure of the other party to object to such terms, provisions or conditions.

34. Payments

Unless otherwise stated, all payments to BePrepared shall be in Australian dollars.

35. Force Majeure

Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Business Account Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties, including but not limited to acts of God, strikes, lockouts, riots, acts of war, earthquakes, fire and explosions, but the inability to meet financial obligations is expressly excluded.

36. Governing Law

This Business Account Agreement will be governed by and construed in accordance with the laws of the State of Victoria, Australia, without regard to conflict of laws principles.

37. Severability

If any term, condition, or provision in this Business Account Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavour in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Business Account Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

38. Waiver

Any failure of any of the parties to comply with any obligation, covenant, agreement or condition herein may be waived by the party entitled to the benefit thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, representation, warranty, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

39. Notices

Any notice required or permitted under the terms of this Business Account Agreement or required by law must be in writing and must be (i) delivered in person, (ii) sent by registered mail return receipt requested, (iii) sent by overnight air courier, or (iv) by confirmed e-mail, in each case forwarded to the appropriate address set forth herein.

40. Counterparts

This Business Account Agreement may be executed electronically and in one or more counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall

constitute one and the same instrument. This Business Account Agreement may also be accepted by the Business User by clicking 'Accept' in the relevant clickthrough prompts during the registration and application process or completing the relevant sign-up questionnaire (as may be required by the Company from time to time).

41. Injunctive Relief

The parties agree that certain breaches of this Business Account Agreement may result in irreparable harm, the extent of which would be difficult and/or impracticable to assess, and where money damages would not be an adequate remedy for that breach. Accordingly, each party shall be entitled to seek any and all remedies available at law or in equity, including, without limitation, injunctive relief or specific performance.

42. Assignment

Neither this Business Account Agreement nor any rights under this Business Account Agreement may be assigned, delegated, sublicensed, pledged or otherwise transferred by either party, in whole or in part, whether de facto, voluntarily, by operation of law, or otherwise, without the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld, delayed or conditioned, and any purported assignment without such consent shall be void ab initio. Notwithstanding the foregoing, either party may assign this Business Account Agreement without consent in connection with a merger or sale of all or substantially all of its assets or capital stock, or an Affiliate. Subject to the foregoing, this Business Account Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns.

43. No Third Party Beneficiaries

The terms, representations, warranties and agreements of the parties set forth in this Business Account Agreement are not intended for, nor shall they be for the benefit of or enforceable by, any person or entity that is not a party to this Business Account Agreement.

SCHEDULE A – Products and Pricing

1. Service

Subject to all of the terms and conditions in this Business Account Agreement, BePrepared authorises Business User to market and resell the following BePrepared products:

- * BePrepared App: A secure platform to manage and distribute a client's digital assets after they die.

2. Re-branding

BePrepared will rebrand the Service with Business User's logos, icons, and graphics.

3. Technical Integration

- * BePrepared and Business User will perform the tasks outlined below:
- * Business User will provide their logo in a digital format. We recommend a height of 200 pixels. Only files with valid extensions such as JPG / PNG/SVG are allowed. Business User can also optionally provide a digital icon which we recommend being a size of 100 x 100 pixels. If this is not supplied, a default logo will be used.
- * Business User will provide access to their DNS records, or access to the manager of their DNS records.
- * Business User will provide their preferred colour for the application branding in a hex format – for example: #464646.
- * BePrepared will create DNS records or provide the appropriate DNS records to your technical representative, to allow the presentation of BePrepared App on your domain.
- * BePrepared will create a customised version of the BePrepared App and display it on your domain.
- * BePrepared will provide their main contact at your business, the log in credentials for the business platform where you can add staff members and manage clients.

4. Training

BePrepared will provide training on the use of Service for Business User sales staff members as set forth below:

- * BePrepared will provide a 60-minute live training webinar at your request, which will be recorded for future viewing. BePrepared will also provide access to a library of pre-recorded help videos the Business User can always access. All additional training is subject to additional fees. Standard training pricing is \$375/hr.

5. Pricing

Please refer to the quote provided to you in our email communications.