

Solis Security - Master Service Terms and Conditions

These Master Service Terms and Conditions (including the schedule to these Terms and Conditions), together with the letter of engagement and any applicable Statement(s) of Work agreed in writing from time to time) (each a "Statement of Work") and incorporated herein (collectively, the "Agreement"), made by and between the company identified in the Statement of Work (the "Client" or "you") and CFC Security Pty Ltd ABN 54 096 518 820 trading as Solis Security with registered address at Unit 22, 130 Bundall Road, Bundall, QLD, 4217 ("Solis Security", "we", "us" or "our"), are effective on the earlier of: (i) the date Solis Security commences work for you, or (ii) the date set out in the initial Statement of Work (the "Effective Date").

The Client and Solis Security are each referred to in this Agreement as a "**Party**" and collectively as the "**Parties**". "**Affiliate**" is an entity that directly or indirectly Controls, is Controlled by, or is under common Control with that party from time to time. "**Control**" means possession of more than 50% of the issued share capital of a company or the possession of more than 50% of the voting rights of an entity or the legal power to direct or cause the direction of the general management of an entity, and Controls and Controlled shall be construed accordingly.

For clarity CFC Security Pty Limited (trading as Solis Security) is an Affiliate of CFC Underwriting Limited.

1. Services

- 1.1. Solis Security shall perform the requested consulting and technical services as set out in each Statement of Work (the "Services") and in accordance with the terms of this Agreement.
- 1.2. This Agreement will commence on the Effective Date and will continue in force until each Statement of Work signed by the Parties has been completed or terminated.
- 1.3. In the event of any conflict between any Statement(s) of Work, any mutually agreed change to a Statement of Work and/or terms of this Agreement, each a "Change Order" and these Terms and Conditions, these Terms and Conditions shall prevail to the extent of the conflict, unless expressly stated otherwise in that Statement of Work or Change Order.

2. Termination of Our Services

- 2.1. Services shall commence on the Effective Date until the expiration date specified in the Statement of Work (the "**Initial Term**"), unless terminated earlier as provided in this Agreement.
- 2.2. Each Statement of Work shall automatically renew for such periods as specified in the relevant Statement of Work ("**Renewal Term**"), unless either party submits a written notice of non-renewal at least thirty (30) days prior to the end of the Initial Term or Renewal Term.
- 2.3. Termination or expiry of any Statement of Work by either Party pursuant to this clause 2 shall only terminate such specific SOW and shall not affect the binding force and effect of this Agreement or any other Statements of Work not so terminated. Unless otherwise expressly agreed between the Parties in any Statement of Work, termination of this Agreement by either Party shall automatically terminate all Statement of Works pursuant to this Agreement.
- 2.4. This Agreement shall automatically terminate when all Statements of Work have expired or have been terminated as set out in clause 2.7 below.

Termination Rights:

- 2.5. Without affecting any other right or remedy available, Solis Security has the right to terminate this Agreement including any Statement of Work or suspend the Services at any time (in whole or in part) upon written notice with immediate effect, if:
 - 2.5.1. any fact or circumstance occurs that we reasonably believe would render our continuing Services unlawful or unethical or contravene legal or regulatory requirements; or

- 2.5.2. the Client fails to pay any amount due under this Agreement or a renewal of a retainer on the due date for payment (the “**Due Date**”), and remains in default after being notified in writing that Solis Security will suspend or terminate (the relevant part of) the Services or the Agreement if the Client fails to make payment, provided that Solis Security has given thirty (30) days prior written notice of such termination or suspension of Services.
- 2.6. Without affecting any other right or remedy available to it, either Party may terminate this Agreement including any Statement of Work with immediate effect by giving written notice to the other Party if:
- 2.6.1. the other Party commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so; or
- 2.6.2. subject to any applicable statutory stay on the exercise of rights including under sections 415D, 434J and 451E of the *Corporations Act 2001* (Commonwealth of Australia) (as applicable), the other Party ceases doing business, or is the subject of a bankruptcy, insolvency, administration, receivership, insolvency restructuring or other similar insolvency or bankruptcy proceeding or procedure (whether court ordered or voluntary) in any jurisdiction in which the Party operates.
- 2.7. The termination of the Services will take effect at the earlier of (a) the termination of the Services by the Client or by us in accordance with this Agreement (as applicable); or (b) our notice to the Client of completion of work under this Agreement.

Consequences of Termination:

- 2.8. Save for where Solis Security is providing data mining services wherein Client Data will be deleted within 5 (five) days of completion of the project or as specified in the Statement of Work, Solis Security shall for a period of 60 (sixty) days following termination or expiry of the relevant Statement of Work maintain Client Data and grant access to the Client to retrieve all Client Data. Thereafter, Solis Security shall delete or destroy all copies of Client Data that is no longer needed for the purpose for which it may be used or disclosed without liability or additional notice, unless legally prohibited from doing so or Solis Security reasonably anticipates litigation, or where required in accordance with Solis Security’s data retention policy. Client Data cannot be recovered once deleted or destroyed. Any Client Data provided through a hard-drive or other physical media may, on the Client’s prior written request and subject to payment of shipping costs, be returned to the Client, or shall otherwise be securely disposed of following the 60 (sixty) day period post termination or expiration. For the purposes of this Agreement, “**Client Data**” shall mean any data which you provide to us during the provision of any Services to you.
- 2.9. Notwithstanding the expiration or termination of this Agreement, the Client will remain obliged to pay for all Services rendered and costs and expenses paid and incurred on the Client’s behalf prior to the date of expiration or termination (as applicable). Upon expiration or termination, Solis Security will have no further duty to the Client with respect to the Services unless otherwise specified in writing.

3. Respective Responsibilities

Solis Security:

- 3.1. Solis Security will exercise reasonable skill, care and diligence in the provision of the Services and provide the Service in all material respects in accordance with the Statement of Work(s).
- 3.2. Solis Security will use reasonable endeavours to meet any performance dates for the Services specified in the Statement of Work(s), but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services unless otherwise agreed in writing by the Parties.
- 3.3. Solis Security will use reasonable endeavours to ensure that all information we provide to the Client, including, without limitation, the summary report, is true, accurate and complete in all material respects.

Client:

- 3.4. The Client is responsible for ensuring that the information provided to Solis Security for the provision of the Services is accurate and complete. Client also agrees to co-operate with Solis Security in the provision of the Services.
- 3.5. Failure to provide Solis Security with accurate and complete information in a timely manner, or provide reasonable access to personnel, may impact Solis Security's ability to provide any Services, and could mean that the Services cannot be provided or are not complete, or do not appropriately take into account all or any of the Client's specific circumstances. Solis Security shall not be liable to the Client for any losses arising from the Client's failure to disclose, provide access to, or make available any information or provide access to any personnel, Client managed application and/or relevant system, except to the extent that loss is caused or contributed to by Solis Security's negligence.
- 3.6. The Client acknowledges that this Agreement is entered into between the Client and Solis Security and that to the maximum extent permitted by law, Solis Security shall have no liability to any third party and as between the Client and Solis Security will not be liable for any third party's losses, including but not limited to those third parties designated by or engaged by the Client in relation to the Services and/or the Agreement. Client shall use reasonable endeavours to ensure the third parties engaged by the Client do not cause additional expenses or losses to Solis Security.
- 3.7. The Client understands that Solis Security is relying upon the information and decisions that Client provides in order to provide the Services.
- 3.8. Further responsibilities of the Client in respect of this Agreement may be specified in each relevant Statement(s) of Work or may be agreed between the Parties in writing from time to time.
- 3.9. The Client will identify in writing to Solis Security the location (including by managed application, if applicable) of any Client Data that is subject to privacy laws, specifying the law or regulation applicable to such Client Data.
- 3.10. When Solis Security personnel attend Client premises, the Client must provide a safe workplace and inform Solis Security of any workplace hazards. Each Party will comply with applicable work health and safety legislation.
4. **Warranties**
 - 4.1. The Parties agree that this Agreement is in respect of a services engagement (and is not in respect of the sale of goods). Solis Security warrants that it will perform the Services in good faith with qualified personnel in a competent and workmanlike manner, in accordance with applicable industry standards (if any) for the same or similar services.
 - 4.2. Except for the warranties expressly stated in this Agreement and to the fullest extent permitted by applicable law, the Services and any items furnished under this Agreement, including (but not limited to) data, reports, documentation, deliverables, hardware, and software of any kind, and any notices, recommendations, statements of opinion or conclusions (or similar) contained in any of them, are provided on an "as is" basis.
 - 4.3. The Client warrants that all information that it has provided and will provide to Solis Security, is and will be to the best of the Client's knowledge, true, accurate and complete in all material respects, and there are no restrictions on the Client's ability to disclose or publish such data and information.
 - 4.4. To the fullest extent permitted by law, and subject to the consumer guarantees regime in the Australian Consumer Law (to the extent it applies), Solis Security:
 - 4.4.1. makes no other warranty or guarantee, express or implied, that the Services will render the Client's network and Client's systems, software, online mailboxes, hardware, computers, networks, virtual machines, equipment, on premise and cloud servers and/or any other data storage systems owned or operated by or on behalf of the Client ("**Client Systems**") safe from malicious code, intrusions or security breaches or that the Services will be uninterrupted or error-free; and

- 4.4.2. expressly disclaims all representations, warranties, guarantees and conditions, either express or implied, in relation to the Services and specifically disclaims all other warranties and guarantees, including title, non-infringement, implied warranty of satisfactory quality and fitness for a particular purpose.
- 4.5. The Client acknowledges that any recommendations provided by Solis Security, whether in a compromise assessment or during the course of or arising from the Services, are advisory only. Accordingly, Solis Security shall have no liability for any future cyber incident suffered by the Client, whether or not the Client elects to receive a compromise assessment or implements any recommendations contained in such or otherwise provided during the course of or arising from the Services. The Client remains solely responsible for decisions regarding implementation of any recommendations.
- 4.6. The Parties agree that, subject to clause 5.5, the Client's sole and exclusive remedy (and Solis Security's sole obligation) for a breach of this clause 4 is for Solis Security to re-supply or re-perform that portion of the Services that did not comply with the warranty. The Client must take reasonable steps to notify Solis Security of the breach of warranty as soon as reasonably practicable after becoming aware of the breach. If, after using commercially reasonable efforts, Solis Security is unable to correct the Services that breached the above warranty, Solis Security's sole remaining obligation and the Client's sole remaining remedy will be a refund to the Client of the fees paid by Client to Solis Security for that portion of the Services that did not comply with the warranty.
- 4.7. Client acknowledges, understands and agrees that Solis Security does not guarantee or warrant that it will locate, or discover all of the Client's or its Affiliate's systems threats, vulnerabilities, malware, and malicious software, and Client shall not hold Solis Security responsible for this.
- 4.8. To the extent the Australian Consumer Law applies and Solis Security is entitled to limit its liability for breach of a consumer guarantee, Solis Security's liability is limited to: (a) re-supplying the Services; or (b) paying the cost of having the Services re-supplied, at Solis Security's election.
- 4.9. Solis Security may offer, or the Client may request that Solis Security provides, a compromise assessment report, summarising Solis Security's findings based on the information provided by Client of the key areas of IT security that the Client should either remedy, update or upgrade to defend against the risk of a future cyber incident.
- 4.10. Where the Client elects to receive a compromise risk assessment:
- 4.10.1. the Client acknowledges that such compromise assessment report provided to the Client, is provided on an "AS IS", and non-reliance basis. Solis Security does not provide any warranty whether express or implied that the Client's computer environment, network or systems remain safe from any future malicious code, intrusions, or security breach; and
- 4.10.2. where the Client does not carry out any remediation, updates or upgrades recommended by Solis Security in the compromise assessment report within any recommended timescales or otherwise within a reasonable timescale, Solis Security shall have no liability to the Client in respect of any future cyber incident it may suffer.

5. Limitation of liability – general

- 5.1. Save for clause 5.3, the aggregate liability of Solis Security (including its Affiliates) for all claims and liabilities arising from or relating to this Agreement, including (without limitation) Solis Security's indemnification obligations under clause 7 of this Agreement, any cause of action (whether in contract, tort, statute or otherwise) or any loss of or damage to data or other loss or damage to or sustained by the Client (or any of its related bodies corporate or affiliates) in connection with the Services, shall be limited in respect of all claims to the aggregate amount of the fees paid by the Client (or on behalf of the Client) to Solis Security under the applicable Statement of Work(s) during the twelve (12) months prior to the event giving rise to the liability. Any Affiliate of Solis Security who is appointed to perform the Services, shall have the benefit of the exclusions and limitations of liability set out herein.

- 5.2. Save for clause 5.3, the aggregate liability of the Client for all claims and liabilities arising from or relating to this Agreement, including any cause of action (whether in contract, tort, statute or otherwise) or any loss or damage sustained by Solis Security or its Affiliates in connection with the Services, shall be limited in respect of all claims to an amount equal to the greater of the amount that is equivalent to the fees payable by the Client in the first 12 months of the term and the aggregate amount of the fees paid or payable by the Client (or on behalf of the Client) to Solis Security under the applicable Statement of Work(s) during the twelve (12) months prior to the event giving rise to the liability. For the purposes of this clause, "**payable**" means amounts that have not been paid but which would be payable if both Parties were to continue to properly perform all of their respective obligations under this Agreement and is not limited to amounts that have become due and payable.
- 5.3. Notwithstanding clause 5.1, 5.2 and subject to clause 5.5, (i) damages arising from a breach of a Party's obligations of confidentiality under clause 9 (Confidentiality) hereunder resulting in the unauthorised disclosure of confidential information; or (ii) damages arising from a breach of a Party's obligations of processing data under clause 10 (Data Protection) resulting in the unauthorized disclosure of personal data, for which the aggregate liability of such Party together with all of its Affiliates shall not exceed three hundred percent (300%) of the total amount paid or payable by the Client (or any of its Affiliates) hereunder for Services giving rise to the liability in the twelve months preceding the first incident out of which the liability arose.
- 5.4. The limitation of liability in clauses 5.1, 5.2 and 5.3 is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective.
- 5.5. To the fullest extent permitted by law, each Party will not be liable to the other Party, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for or in respect of any and all:
- 5.5.1. loss of revenues, business, or profits;
 - 5.5.2. loss of use or corruption or software, data or information;
 - 5.5.3. loss of agreements or contracts,
 - 5.5.4. loss of sales of business;
 - 5.5.5. loss of anticipated savings;
 - 5.5.6. loss of or damage to goodwill;
 - 5.5.7. loss of credit rating;
 - 5.5.8. Losses suffered by a Party that cannot reasonably be considered to arise naturally from the breach or event or events giving rise to the losses; or
 - 5.5.9. indirect, special, incidental, consequential, punitive or exemplary Losses,
- even if the Party has been advised of the possibility of such damages and whether or not such losses or damages (including Loss) arise out of, or are in connection with, the acts or omissions of a Party or a third-party subcontractor to perform the Services. In this clause 5.5, "**Loss**" means all liabilities, losses, damages, costs and expenses (including all reasonable legal costs determined on a solicitor and own client basis) whether incurred or awarded against a Party, together with disbursements and costs of investigation, litigation, settlement, judgment, interest, fines and penalties, regardless of the action or omission, event, claim, direction or proceeding under which any of them arise.
- 5.6. Provisions of the Australian Consumer Law may confer rights on the Client which cannot be excluded, restricted or modified (whether in whole or in part). Nothing in this Agreement operates to exclude, restrict or modify the application of any condition, warranty, guarantee or provision, the exercise of any right or remedy, or the imposition

of any liability where to do so would contravene the Australian Consumer Law or any other statute or would otherwise cause this Agreement to be void.

6. Security Services

- 6.1. Solis Security may provide on request by the Client and agreed in a Statement of Work those services which includes data mining, forensics analysis, penetration testing and/or access to storage devices, servers, network, cloud, and/or technology systems, or any similar service provided by Solis Security (together the “**Security Services**”).
- 6.2. If the Client requests in writing for the Security Services to be performed against or in relation to any systems, servers, networks, and/or storage devices, subject to Solis Security complying with its obligations under this Agreement, the Client warrants and represents that the Client has the express authority to permit Solis Security, its agents and contractors to perform the Security Services in relation to such systems, servers, networks and/or storage devices. The Client must not request Security Services to be performed that would constitute any attack, hack or unauthorized access, malicious usage or unlawful activity. The Client shall indemnify Solis Security, against any costs, expenses, liabilities, claims, losses and damages incurred, suffered by or claimed against Solis Security in relation to or in connection with the provision of the Security Services except to the extent such claim results from a breach by Solis Security of this Agreement or from Solis Security's negligence.
- 6.3. Solis Security will use commercially reasonable efforts to:
 - 6.3.1. perform the Security Services, as specified in the applicable Statement of Work, in a timely manner (subject to the Client's fulfilment of its obligations under this Agreement); and
 - 6.3.2. in the event of responding to a ransomware attack, in good faith negotiate the ransom in an effort to procure a means of decrypting or otherwise restoring access to the Client's property (the "**Decryption Tool**"), in each case, subject to applicable laws and regulations. Time shall not be of the essence for the purposes of this Agreement, unless otherwise agreed in writing by the Parties.
- 6.4. All negotiations and any procurement of a Decryption Tool shall be subject to applicable laws, including sanctions, counterterrorism financing and anti-money-laundering laws and regulations. Solis Security will not act where doing so would contravene applicable law or regulatory guidance.
- 6.5. Notwithstanding clause 6 and 6.2, and subject to the consumer guarantees regime in the Australian Consumer Law (to the extent it applies), Solis Security makes no warranties in respect of the outcome of any negotiations in respect of a ransomware attack, and the Client agrees that Solis Security will not be liable to the Client for any ransom paid (or agreed to be paid) by or on behalf of the Client in respect of a ransomware attack or any losses or damages suffered by the Client as a result of: // any delay in Solis Security's procurement of the Decryption Tool or failure to procure the Decryption Tool; // the Decryption Tool, including the Decryption Tool not working as intended; or // the use of any security tools, including (without limitation) any penetration tests or vulnerability scans, to detect, contain, analyse or eradicate a security incident, including (without limitation) any ransomware or other malware infection, // except to the extent caused or contributed to by Solis Security's negligence.
- 6.6. In addition, Solis Security is not liable for any loss of, or damage to, any data or Client Systems as a result of any existing, continuing, or new security incident, including, without limitation, any malware infection subsisting prior to or that is discovered after Solis Security commences any Security Services, except to the extent caused or contributed to by Solis Security's negligence.
- 6.7. The Client acknowledges that physical equipment, digital services, configuration, metadata, drives, data and media may be damaged, infected, or corrupted prior to any Security Services being performed by Solis Security and Solis Security is not responsible or liable for existing damage or further damage resulting from the provision of any of the Security Services, except to the extent caused or contributed to by Solis Security's negligence. Any data, especially data restored after a security incident, may contain malware and Solis Security recommends, and the Client

acknowledges, that the Client should protect itself during such restoration, including by advising its agents and any other recipients to take similar precautions.

6.8. The Client represents and warrants that:

6.8.1. the Client has the right to be in possession of, or is the owner of, all equipment, data, or media provided to Solis Security under this Agreement or otherwise in connection with the provision of the Security Services;

6.8.2. such equipment, data, or media is provided for a lawful purpose; and

6.8.3. where applicable, the Client's collection, possession, processing, and transfer of such equipment, data or media is in compliance with any and all applicable law and regulation.

6.9. The Client acknowledges that:

6.9.1. certain Security Services are intended to probe and exploit system weaknesses which may damage vulnerable systems, including the Client Systems;

6.9.2. Client Systems could be damaged or otherwise rendered inoperable pursuant to the delivery of the Security Services; and

6.9.3. Solis Security is not liable for any resulting damage to, or in connection with, any such systems (including the Client Systems) except to the extent caused or contributed to by Solis Security's negligence, and the Client should backup systems and data and implement reasonable safeguards and take such other measures it deems necessary and appropriate to protect the Client in respect of such damage (including the risk of any such damage) prior to receiving the Security Services. Solis Security shall not be liable for damage resulting from vulnerabilities inherent in Client Systems.

6.10. If the Client intends to conduct its own IT security or penetration testing, the Client must provide Solis Security with at least one (1) month's prior written notice. If Solis Security notifies the Client of an incident, and does not receive a response from the Client within one (1) hour confirming the incident is in respect of the Client's own internal IT security/penetration testing, **the Client acknowledges and agrees that Solis Security shall be entitled to charge the Client its applicable time and material rates, for time spent providing Services in response to such an incident.**

7. Indemnification

7.1. Solis Security shall indemnify the Client from and against any direct loss, damage, or reasonable costs awarded by a court of competent jurisdiction or agreed in settlement, arising from a claim by a third-party that the Services infringe that third party's copyright or other intellectual property rights existing as at the Effective Date provided that:

7.1.1. Solis Security is promptly notified in writing by the Client of such third-party claim;

7.1.2. the Client grants Solis Security sole control of the defence of, and any related settlement negotiations in respect of, such third-party claim; and

7.1.3. the Client cooperates with Solis Security in defence of such third-party claim; and

7.1.4. without prejudice to the sub-clauses above, the Client undertakes reasonable measures to mitigate the effect of the alleged infringement.

7.2. Solis Security may mitigate its responsibility and/or obligations under clause 7.1 by:

7.2.1. replacing or modifying the Services to provide replacement Services which are functionally equivalent;

7.2.2. obtaining the right for the Client to continue the use of the Services; or

- 7.2.3. if neither clause 7.2.1 or 7.2.2 is possible, then demanding the return of any infringing portion of the Services, and providing a refund to the Client of the fees paid by the Client to Solis Security for the infringing portion of the Services.
- 7.3. Solis Security's defense and indemnification obligations do not apply for any claims which arise out of or result from:
- 7.3.1. the Client's use of the Services in a manner not otherwise agreed upon or contemplated under this Agreement, including where the relevant infringement would not have occurred but for such use;
- 7.3.2. the use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by Solis Security if the Services or use thereof would not infringe without such combination;
- 7.3.3. the modification of the Services by the Client, where the relevant infringement would not have occurred but for the modification; or
- 7.3.4. Confidential Information or materials provided by the Client that are used to provide, or are otherwise included in, the Services.
- 7.4. The rights and obligations set out herein are Solis Security's sole obligation, and the Client's exclusive remedy for any infringement claim referred to in clause 7.1.
- 7.5. Save for any infringement claim to which the indemnity in clause 7 applies, the Client agrees to defend, indemnify and hold Solis Security and its Affiliates, officers, directors, employees, and contractors harmless from and against all third-party claims, liabilities, actions, damages, losses, costs and expenses (including reasonable legal fees and disbursements) relating to, in connection with, or arising out of this Agreement, except to the extent that such claims result from Solis Security's negligence, wilful, misconduct or violation of law, provided that such conduct by Solis Security was not at the direction or instructions of the Client.
8. Charges and payment
- 8.1. Unless specified otherwise in the letter of engagement, in consideration for the provision of the Services, the Client must pay Solis Security the fees and charges for the Services as specified in (or calculated by reference to) each applicable Statement of Work ("Fees").
- 8.2. Unless specified otherwise in the applicable Statements of Work, payments shall be made in AUD \$ and shall be deemed to be exclusive of GST, which will be payable in addition where applicable.
- 8.3. Solis Security may increase Fees annually on 60 days' written notice. If the Client objects to any increase exceeding 5% in any 12-month period, the Parties will negotiate in good faith, failing which either Party may terminate the Agreement on 30 days' notice.
- 8.4. Solis Security may propose an adjustment to the Fees where there is a material change in the scope of the Services or where required by applicable law or regulation. Any proposed adjustment will be notified to the Client in writing at least 30 days in advance, and the Client may terminate the Agreement before the adjustment takes effect if it does not agree to the change.
- 8.5. In addition to the payment of Fees, the Client shall pay Solis Security for all reasonable travel, accommodation and out of pocket expenses incurred by Solis Security under a Statement of Work and where it is necessary for us to travel to perform any such Services. Before any expenses are incurred such expenses shall be pre-approved in writing between Solis Security and Client ("**Reimbursable Costs**"). Reimbursable Costs may be subject to sales tax, which will be payable in addition where applicable.
- 8.6. The Client shall reimburse Solis Security's reasonable costs and expenses (including legal fees) in responding to any discovery requests, provision of testimony or subpoena disclosed in accordance with clause 9.6.

- 8.7. Solis Security shall submit invoices to the Client for the Fees (plus any additional amounts in respect of GST (if applicable) and any other taxes as applicable to the Client) and all Reimbursable Costs. The Client must pay each undisputed invoice submitted to the Client by Solis Security, within 30 days of receipt, to a bank account specified on the invoice.
- 8.8. If the Client fails to make any payment due to Solis Security under this Agreement by the Due Date for payment then, without limiting Solis Security's remedies under clause 2:
- 8.8.1. all unpaid amounts will accrue interest at the lesser of 1.5% per month and the maximum rate permitted by applicable law; and
- 8.8.2. Solis Security may suspend all Services until payment in full has been received.
- 8.9. All undisputed invoiced amounts due under this Agreement and that are payable by the Client to Solis Security shall be paid in full on or prior to the relevant Due Date without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 8.10. If the Client has a *bona fide* dispute regarding any invoiced amount, Solis Security and the Client must negotiate in good faith to resolve the amount in dispute, provided that the Client remits and pays any undisputed invoiced amount in full by the relevant Due Date. The Client's failure to pay any undisputed invoice amounts to Solis Security will be considered a material breach of this Agreement.
- 8.11. In the case of an overseas Client, where our fees are paid subject to any deduction or withholding in respect of tax, Solis Security reserves the right to charge the Client an additional amount which will, after any deduction or withholding has been made, leave us with the same amount as we would have received in the absence of any such deduction or withholding.
- 8.12. The Client further agrees to pay all costs of collection, including reasonable legal fees, incurred by Solis Security under this Agreement.

9. Confidentiality

- 9.1. The information provided by one Party (the "**Disclosing Party**") under this Agreement to the other (the "**Recipient**") may contain confidential and proprietary information, which is the property of the Disclosing Party. The Recipient shall, for the duration of this Agreement and for two years thereafter, maintain the confidentiality of any Confidential Information disclosed to it by the Disclosing Party for the purposes of this Agreement. "**Confidential Information**" includes, but is not limited to, this Agreement and all information that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information, including, but not limited to, personally identifiable information, proprietary information, business and marketing plans, technical information, trade secrets, know-how, product plans and designs, business processes, reports prepared by the Disclosing Party for the Recipient and other non-public information.
- 9.2. By receiving Confidential Information from the Disclosing Party, the Recipient agrees to:
- 9.2.1. not use the Confidential Information other than for the purposes of this Agreement;
- 9.2.2. maintain adequate security measures to safeguard the Confidential Information from unauthorised access, modification and disclosure, as well as misuse, interference and loss, and in no event use less than the same degree of care as the Recipient uses to safeguard its own Confidential Information; and
- 9.2.3. keep in confidence all Confidential Information received and not make copies of, reproduce any copies of it, in whole or in part, distribute, disclose or disseminate to anyone except those officers, employees and professional advisers of the Recipient and such other person as the Disclosing Party may agree in writing from time to time (the "**Representatives**") with a need to know, and to insurers, who are involved in the consideration or evaluation of Confidential Information, provided however that such persons have been advised of the obligation

to protect the Confidential Information, and its Representatives are bound by enforceable undertakings to keep the Confidential Information confidential in terms at least as onerous as the terms of this clause 9.

- 9.3. Confidential Information shall not include information which a Recipient can prove falls within one of the following categories:
- 9.3.1. the information has come within the public domain through no fault of or action by the Recipient or its Representatives;
 - 9.3.2. the information was in the lawful possession of the Recipient prior to its disclosure under this Agreement; or
 - 9.3.3. the information became lawfully available to the Recipient from a third party (other than a Representative) under no obligation of confidentiality to the Disclosing Party and who has not otherwise gained the information through improper means.
- 9.4. If any portion of any disclosed Confidential Information falls within any of the above exceptions the remainder of the Confidential Information shall continue to be subject to the requirements of this Agreement.
- 9.5. Notwithstanding anything in this Agreement, each of the Client and Solis Security, may disclose its or the other Party's Confidential Information to the extent such disclosure is in response to regulatory or law enforcement inquiries, insurance disclosure obligations and/or legal breach notification obligations.
- 9.6. If the Recipient is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy. Only the minimum required information shall be disclosed, and any disclosed Confidential Information under this clause 9.6 shall in all respects remain subject to the restrictions set out in this Agreement.
- 9.7. In addition, the Client agrees and acknowledges that Solis Security may disclose the Client's Confidential Information to certain Affiliates, officers, agents, subcontractors and employees of Solis Security and to insurers/reinsurers:
- 9.7.1. as necessary to perform the Services or in connection with the administration of Client's insurance claim (where applicable) and so long as such other persons are subject to confidentiality obligations no less restrictive than those under this Agreement. For sake of clarity, a compromise assessment report will only be disclosed to a Client; and/or
 - 9.7.2. on an anonymised basis for the purposes of compiling internal statistical information, data analytics and reporting statistics in promotional or advertising material.
- 9.8. The Parties acknowledge that the obligations regarding Confidential Information shall survive termination of this Agreement, and with respect to Confidential Information that constitutes a trade secret under applicable law, the rights and obligations set forth in clause 9 hereof will survive such termination or expiration of this Agreement until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of the Recipient.
10. **Data protection**
- 10.1. The Parties must at all times comply with all applicable laws and regulations (including the *Privacy Act 1988* (Cth) and the Australian Privacy Principles) ("**Privacy Act**"). Each Party must implement and continue to maintain appropriate protections and measures in relation to any "personal information" and "sensitive information" (each as defined in the Privacy Act) shared under or in connection with this Agreement ("**Personal Data**"). Solis Security may disclose Personal Data to overseas Affiliates and subcontractors where reasonably necessary for service delivery, provided reasonable steps are taken to ensure appropriate data protection.

- 10.2. As part of provision and operation of the Services, we may need to process Personal Data on behalf of the Client. Such Personal Data may relate to the Client or the Client's personnel, which is required for administration of the Services, and may include Personal Data recovered from storage devices or computer systems which we will process.
- 10.3. Solis Security may share Personal Data with other members of its Affiliates, subcontractors and/or external forensic vendors ("**Solis Security Recipients**") where necessary in connection with any Services delivered to you.
- 10.4. Where the Client has shared Personal Data with a third party, the Client agrees that such Personal Data may be shared by that third party with Solis Security and Solis Security Recipients in connection with the provision of the Services.
- 10.5. The Client agrees to grant Solis Security and Solis Security Recipients a revocable, non-exclusive, royalty-free right and licence (including the right to sub-license) to copy, configure, access, operate, use, reproduce, modify, adapt and communicate:
- 10.5.1. any Personal Data provided to Solis Security under or in connection with this Agreement; and/or
 - 10.5.2. the Client Systems and any network and security documentation concerning Client Systems (including the Client's asset and network repositories, network topology, security configuration, server log files, email servers, registry keys, audit logs and other business information and account login credentials or passwords),
- in each case, during the course of and for the purpose of providing the Services.
- 10.6. Where the Client provides such information to Solis Security either directly or through a third party pursuant to clause 10.4, the Client warrants that:
- 10.6.1. Solis Security (and any person with whom information is shared pursuant to clause 10.3) has the right to use and process such information for the purposes of this Agreement;
 - 10.6.2. the Client has the necessary consent and authority to provide Personal Data, Confidential Information, or other data to Solis Security and Solis Security Recipients or otherwise the Client will ensure that each such consent and authority is obtained prior to Solis Security being required to provide any Services that may require the provision of Personal Data, Confidential Information, or other data to Solis Security; and
 - 10.6.3. to the Client's knowledge, providing Personal Data, Confidential Information, or other data to Solis Security Recipient will not violate any applicable law or regulation (including the Privacy Act) or any agreements with a third party.
- 10.7. The Client agrees to defend, release, and hold Solis Security and Solis Security Recipients harmless, and to reimburse and indemnify Solis Security and Solis Security Recipients against all loss and damage suffered, paid or incurred by Solis Security and Solis Security Recipients as a result of any claim that the use or access to any of the Client Systems or the transmission, storage, disclosure, access, processing or use of Personal Data by the Client infringes the Intellectual Property Rights or other rights of any person or breaches any applicable law.
- 10.8. In the event that the Client becomes subject to any change in applicable law or regulation that restricts or prohibits the performance of the Services, the Client must promptly provide Solis Security with written notice of such change. If Solis Security reasonably believes that such change in applicable law or regulation may materially impact Solis Security's performance of the Services, the Parties shall negotiate in good faith and mutually agree upon any necessary modifications to Solis Security's obligations to perform the Services as set forth in each relevant Statement of Work.
- 10.9. The Client has the right to approach Solis Security with questions concerning the data protection measures Solis Security has in place. Solis Security will provide any reasonable cooperation requested in writing by the Client that is reasonably designed or intended to ensure that the Client is able to comply with such data protection measures and standards. This clause 10 together with Solis Security's privacy notice provides detailed information about how Solis Security processes Personal Data. A copy of Solis Security's privacy notice is available at our website [here](#).

10.10. Where necessary, each Party must assist the other Party to comply with data protection requirements regarding international transfer, including where necessary, assisting one another to enter into such agreements or documentation as may be required in order to ensure the other Party's compliance with any applicable laws or obligations regarding international transfers.

11. Intellectual Property Rights

11.1. The information provided by Solis Security under this Agreement and/or in connection with the Services (including any report or other work product prepared by Solis Security for you) contains and comprises confidential and proprietary information, which is the property of Solis Security. The Parties shall maintain the confidentiality of such information. For the avoidance of doubt, information provided by the Client shall remain the property of the Client.

11.2. The Client acknowledges that it may obtain access to certain Solis Security intellectual property as a result of Solis Security's performance of the Services.

11.3. Each Party acknowledges that all right, title, and interest in any copyright and all other intellectual property rights ("**Intellectual Property Rights**") owned or licensed by the other Party up until the Effective Date and any modifications made to such Intellectual Property Rights will remain the property of that Party.

11.4. Subject to clause 11.3, any Intellectual Property Rights developed or created by or on behalf of Solis Security or any employee or agent of Solis Security (or its Affiliates) in relation to the provision of the Services under this Agreement, and all derivative works thereof, vests in Solis Security. For the avoidance of doubt, this includes: any processes, instructions, methods, techniques, reports and/or other work products created or developed by Solis Security and/ or its licensors.

11.5. Solis Security licenses such Intellectual Property Rights to the Client for the duration of this Agreement on a revocable, non-exclusive, non-transferable, worldwide basis, for the purposes of being able to benefit from the Services, subject to:

11.5.1. Payment of the Fees and charges as specified in the applicable Statement(s) of Work;

11.5.2. payment of such fees or royalties as may be necessary to comply with any relevant legislation; and

11.5.3. such reasonable additional terms, including but not limited to, hold harmless and release letters, as may be necessary to protect such Intellectual Property Rights.

11.6. The Client shall not sub-license, assign or otherwise transfer the rights granted by clause 11.5.

11.7. During the course of and for the purpose of providing the Services, the Client agrees to grant and/or procure for Solis Security a revocable, non-exclusive, royalty-free right and licence to copy, configure, access, operate and use:

11.7.1. any Client Data; and/or

11.7.2. the Client Systems and any network and security documentation concerning Client Systems (including the Client's asset and network repositories, network topology, security configuration, server log files, email servers, registry keys, audit logs and other business information and account login credentials or passwords).

11.8. The Client grants to Solis Security and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, and make and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Client or its personnel relating to the operation of Solis Security or its Affiliates' services.

11.9. The Client agrees to defend, indemnify and hold Solis Security and its Affiliates, officers, directors, employees, and contractors harmless from and , against all losses, damages, costs, judgments, liabilities, and expenses (including reasonable attorneys' fees, court costs, and disbursements and costs of investigation, litigation, settlement, judgment, interest, fines and penalties) arising out of or relating to any claim that the use or access to any of the Client Systems

or the transmission, storage, disclosure, access, processing or use of Personal Data by Solis Security infringes the Intellectual Property Rights or other rights of any person or breaches any applicable law.

12. IT Recovery Services

- 12.1. Solis Security will provide such IT recovery services (as defined in the Statement of Work) to the extent it is reasonably possible to do so within the Client's IT environment and as set out in a Statement of Work.
- 12.2. Solis Security will only modify the Client's access or login credentials and/or account details in accordance with and pursuant to the Client's written instructions.
- 12.3. The Client acknowledges that Solis Security has no obligation to provide any encryption of any systems of the Client (including the Client Systems) and/or implement any data integrity, data governance, application build automation and deployment, identity and access review or data loss prevention measures or services in the course of the provision of the IT recovery services, except as expressly specified in a Statement of Work.
- 12.4. Where expressly set out in a Statement of Work, Solis Security will use reasonable endeavours to restore the Client's Data (including Personal Data) following a security incident if Solis Security has informed the Client that restoration is viable. Except where Solis Security is expressly required to backup the Client's Data (including Personal Data) in accordance with a Statement of Work, Solis Security has no other obligation to backup any of the Client's Data (including any Personal Data).
- 12.5. To the fullest extent permitted by law, Solis Security is not responsible for loss, destruction, alteration or unauthorised disclosure of any of the Client's Data (including Personal Data) caused by the Client, any third party or a force majeure event (as described in clause 17.1).
- 12.6. In the event of any loss, corruption or damage to any of the Client's Data (including any Personal Data), except where the loss, corruption or damage is caused by Solis Security's negligence or wilful misconduct and otherwise to the fullest extent permitted by law, the Client's sole and exclusive remedy will be to request a new Statement of Work (to assist you in restoring lost Client Data) and, at Solis Security's cost, Solis Security will use reasonable endeavours to restore the lost, corrupted or damaged part of any of the Client's Data (including any Personal Data) from the latest back-up of any of the Client's Data (including any Personal Data) that is or has been maintained by the Client.

13. Cyber Security Consulting Services

- 13.1. Solis Security will provide such Cyber Security Consulting Services to the extent set out in a Statement of Work.
- 13.2. If a Statement of Work specifies that Solis Security will provide training to the Client's personnel as part of the Cyber Security Consulting Services, Solis Security will provide the allocated number of days of training, to be attended by an agreed number of the Client's personnel, online or at an agreed location, on the days and hours set out in the Statement of Work. To the extent that any training is not carried out at the premises of Solis Security or online, the Client will be responsible for all costs and expenses of Solis Security's personnel in connection with travel to and attendance at the training, including with respect to accommodation, meals and transport (which costs and expenses will, for the avoidance of doubt, be Reimbursable Costs for the purposes of this Agreement). Before any expenses are incurred such expenses shall be pre-approved in writing between Solis Security and Client.

14. Third Party software, applications and products

- 14.1. In providing the Services, Solis Security may recommend third party software, applications, products and/or platforms that the Client or Solis Security may use to collect, monitor, diagnose, secure or recover any of the Client's Data or Systems or to conduct digital forensics associated with any Services and/or to produce any documentation in connection with the Services or otherwise ("Third-Party Tools").
- 14.2. To the fullest extent permitted by law, Solis Security shall not be liable to the Client for any loss, damage or corruption arising from the use of any Third-Party Tools or from any interaction between such Third-Party Tools the Client's Data or Client Systems. The Client acknowledges that:

- 14.2.1. Solis Security does not control Third-Party Tools and accepts that any use of such tools by the Client, or instruction by the Client for Solis Security to use such tools, is at the Client's own risk;
- 14.2.2. the use of Third-Party Tools is subject to the applicable third-party terms and conditions; and
- 14.2.3. any recommendation or use of Third-Party Tools by Solis Security does not constitute an endorsement, and Solis Security makes no representation or warranty regarding the performance, security, or suitability of such tools.

14.3. Nothing in this clause 14 affects any rights the Client may have under applicable law.

15. Illegal Content

- 15.1. If Solis Security observes or otherwise encounters during the course of providing the Services what may reasonably be considered to comprise any illegal contraband, Solis Security may disclose such contraband to law enforcement where required or permitted by law and only to the extent reasonably necessary.
- 15.2. To the extent Solis Security reasonably believes it is permitted by applicable law, Solis Security will notify the Client of its intention to disclose the existence and/or content of such contraband to the appropriate authorities.

16. GST

- 16.1. In this clause 16, a word or expression defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) ("**GST Act**") has the meaning given to it in the GST Act.
- 16.2. For the purposes of this Agreement, where the expression GST inclusive is used in relation to an amount payable or other consideration to be provided for a supply under this Agreement, the amount or consideration will not be increased on account of any GST payable on that supply.
- 16.3. Any consideration to be paid or provided to a party for a supply made by that party under or in connection with this Agreement, unless specifically described in this Agreement as GST inclusive, does not include an amount on account of GST.
- 16.4. Despite any other provision in this Agreement, if a party makes a supply under or in connection with this Agreement on which GST is imposed (not being a supply the consideration for which is specifically described in this Agreement as GST inclusive) ("**Supplier**"):
 - 16.4.1. the consideration payable or to be provided for that supply under this Agreement but for the application of this clause 16 ("**GST exclusive consideration**") is increased by, and the other party must also pay the Supplier, an amount equal to the GST payable by the Supplier on that supply; and
 - 16.4.2. the amount by which the GST exclusive consideration is increased must be paid to the Supplier without set off, deduction or requirement for demand, at the same time as the GST exclusive consideration is payable or to be provided.
- 16.5. If a payment to a party under this Agreement is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then the payment is reduced by the amount of any input tax credit to which that party is entitled for that loss, cost or expense.
- 16.6. The relevant Supplier must provide a tax invoice.

17. Miscellaneous

- 17.1. **Force Majeure.** Notwithstanding anything in this Agreement, neither Party shall be in breach of this Agreement nor liable for damages or have the right to terminate this Agreement for any delay or default in performing, or failure to perform, any of its obligations under the Agreement (with the sole exception of the Client's payment obligations) if such delay or failure result from events, circumstances or causes beyond that Party's reasonable control, including

(without limitation) acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), change of laws, acts of terrorism, wars or insurrections or any epidemics, pandemics or quarantine requirements.

- 17.2. **Compliance with Law.** In the event that the client becomes aware of any change in applicable law or regulation that restricts or prohibits the performance of the Services, Client shall promptly provide Solis Security with written notice. Solis Security reserves the right to amend the Services if necessary to comply with applicable law or regulation and Solis Security shall notify the Client of such change. Where a material change is required solely due to a change in law or regulation, any corresponding adjustment to Fees will be agreed in writing with the Client before implementation.
- 17.3. **No assignment.** The Client must not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of the Client's rights or obligations under this Agreement without the prior written consent of Solis Security, which must not be unreasonably withheld.
- 17.4. **Subcontracting.** Solis Security may appoint its Affiliates, a third-party sub-contractor or an independent contractor to perform the Services from time to time provided always that, subject to clause 5, Solis Security shall be responsible for the acts and omissions of that Affiliate, third party sub-contractor or independent contractor as if they were act and omissions of Solis Security. For the purpose of this clause 17.4 and the Agreement more generally, Counsel (referenced in Schedule 1), shall be a party that has no rights under this Agreement, save for clause 9 (Confidentiality) and Schedule 1, to the extent the context permits.
- 17.5. **Entire Agreement.** This Agreement (and the Statement of Work(s)) contains the entire understanding of the Parties with respect to the subject matter contained herein and supersedes all prior agreements and understandings between the Parties with respect to the subject matter (contained herein and in the Statement of Work(s)).
- 17.6. **Updating Terms.** Solis Security reserves the right to make changes to these terms from time to time by providing written notice to the Client. Such updated terms shall take effect 30 days after the date of such notice, unless the Client provides written notice to Solis Security that the Client does not agree to the updated terms, in which case this Agreement shall terminate at the end of that 30-day period. Where a change is reasonably required to comply with applicable law or regulation and 30 days' notice is not reasonably practicable, Solis Security may implement such change immediately or within a shorter period as necessary, and will notify the Client as soon as practicable. If the Client does not agree to such change, the Client may terminate this Agreement immediately by written notice to Solis Security. The Client otherwise agrees to be bound by the most recent version of this Agreement, which will be sent to the Client. Any changes to the Services shall be agreed between the Parties in writing.
- 17.7. **Law and jurisdiction** This Agreement is governed by the laws of the state of Queensland, Australia and each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Queensland and the Commonwealth of Australia and the courts having appeal from them to settle any dispute arising out of, or relating to, this Agreement.
- 17.8. **Survival.** Any indemnity and any obligation of confidence under this Agreement is independent and survives the expiration or termination of this Agreement. Any other term by its nature intended to survive the expiration or termination of this Agreement survives that expiration or termination (as applicable).
- 17.9. **Dispute resolution.** A Party must not start court proceedings (except proceedings seeking interlocutory relief) unless that Party has first complied with this clause 17.9.
- 17.10. A Party claiming that a dispute, difference or question arising in connection with this Agreement has arisen ("**Dispute**") must give the other Party notice of the details of the Dispute ("**Dispute Notice**"). When a Dispute Notice is given, the Parties must, within a reasonable period following the Dispute Notice being given, meet to attempt to resolve the Dispute (acting reasonably and in good faith). The Parties must continue to perform their respective obligations under this Agreement pending the resolution of a Dispute.

- 17.11. **Severance.** In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, such determination shall not affect the validity of any other provisions of this Agreement, which shall remain in full force and effect.
- 17.12. **Variation.** Except as set out in this Agreement, no variation of a Statement of Work or this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).
- 17.13. **No Waiver.** No waiver by a Party of:
- 17.13.1. any term or condition of this Agreement or any right of the Party under this Agreement shall be construed as a waiver by that Party of any other term or condition or right (as the case may be);
 - 17.13.2. any default of, or under, this Agreement by the other Party shall be construed as a waiver by that Party of any other default by the other Party; and
 - 17.13.3. any provision of this Agreement or any right or remedy of that Party under this Agreement shall be effective unless in writing and signed by that Party.
- 17.14. **No delay** by a Party in exercising, no course of dealing by a Party with respect to, and no partial exercise by a Party of, any right or remedy of that Party under this Agreement shall constitute a waiver by that Party of any other right or remedy of that Party or any future exercise of such right or remedy.
- 17.15. **Notices** All notices, requests, demands and other communications under this Agreement must be in writing and must be directed to:
- Compliance Officer, CFC Security
 - PO Box 5532
 - Gold Coast MC
 - Queensland, 9726
- Or via email to: enquiries@solissecurity.com
- With a copy to: legal@cfc.com
- 17.16. Notices to the Client must be sent to the address included on a relevant Statement of Work or as otherwise provided by the Client to Solis Security from time to time. The Client agrees that such notices may be sent electronically.
- 17.17. A notice is deemed to be received:
- 17.17.1. if delivered by hand, at the time the notice is left at the proper address;
 - 17.17.2. if sent by express post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
 - 17.17.3. if sent by email, at the time of transmission;
- but if the delivery, receipt or transmission is not on a Business Day or is after 5.00 pm on a Business Day, the notice is taken to be received at 9.00 am on the next Business Day.
- 17.18. For purposes of this Agreement, “**Business Days**” means each day between 9am to 5:00pm AEST, excluding any Saturday, Sunday or bank holidays or public holidays in Queensland, Australia.

Schedule 1: Privileged Work Products and Communications

In this schedule “**Counsel**” shall mean a law firm appointed by you in connection with the subject matter of this Agreement.

Where Counsel has been appointed:

1. Counsel shall be deemed to be a party to this Agreement for the purposes of this Schedule 1 and clause 9 (Confidentiality) of this Agreement only. Where Counsel is appointed after execution of this Agreement by Client, Counsel shall be deemed to be a party with effect from the date on which Counsel was first instructed by the Client.
2. The Parties acknowledge and agree that Counsel is fully authorized to instruct Solis Security on behalf of the Client;
3. Counsel shall comply with the confidentiality provisions set out in clause 9 (Confidentiality) of this Agreement;
4. You agree that if the Counsel you appoint is not from Solis Security's list of partner law firms (a list of which is available on request), the applicable fee rates and fee caps of such Counsel will be consistent with those that would be applicable to Solis Security's partner law firm and the liability of Solis Security for any costs and fees of such Counsel will be limited and capped accordingly;
5. You agree that Solis Security will direct all communication to Counsel and include Counsel as a recipient in all communication with the Client for the purposes of providing the Services, unless otherwise directed by the Client not to include Counsel. Such communication will be regarded as confidential and be made solely for the purpose of assisting Counsel in giving legal advice to Client and subject to this Agreement;
6. Solis Security understands and agrees that information and materials received by Solis Security or generated by Solis Security and provided to Counsel as part of the Services may be subject to legal privilege, including but not limited to solicitor-client, litigation, legal advice, common-interest and any other form of privilege; and
7. Solis Security shall assert and treat all communications between Solis Security, Counsel, and/or the Client, either oral or written, as well as any materials or information developed or received by Solis Security pursuant to this Agreement as confidential and privileged.