

Collaboration Disclaimer

1. Introduction

1.1 This disclaimer shall govern the terms and conditions of Connected Switchgear's offer for collaboration of product idea and or design in order to bring to Commercialisation.

1.2 By contributing your idea or design to us, you accept:

- a) this disclaimer in full;
- b) accordingly, if you disagree with this disclaimer or any part of this disclaimer, you must not submit your idea or design to us;
- c) that within 30 days of acceptance of your idea or design, you will be required to undertake a Heads of Agreement with us in order to set out the nature and extent of the commercial arrangement between us.

2. Intellectual Property

2.1 Subject to the express provisions of this disclaimer:

- a) by submitting your idea or design to us you express to us that any intellectual property rights created by way of your design prior to its contribution with us rests solely with you, and no third party or entity.
- b) by your submission you further express that you have not entered into any other binding agreement whatsoever with any other party in respect of your idea and or design submitted to us.
- c) upon contributing your idea or design to Connected Switchgear you give Connected Switchgear your expressed permission to develop, improve, design, or to use your idea or design in order for Connected Switchgear to bring it to Commercialisation.
- d) that we, together with our licensors, have vested intellectual property rights in relation to any product developed as a result of your collaboration with us and expressly and exclusively permit us to use your idea or design as a basis for improvement to final design.
- e) That all the copyright and other intellectual property rights created by way of Connected Switchgears involvement to bring your idea or design to Commercialisation are reserved exclusively by Connected Switchgear.

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3. Warranties

- 3.1 You must ensure that all the information you supply to us, or in relation to our collaboration, is true, accurate, current, complete and non-misleading.
- 3.2 Until such times as a binding Heads of Agreement is executed, and in our sole discretion and without notice or explanation we reserve the right to discontinue any collaboration between us; and save to the extent expressly provided otherwise in this disclaimer, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any collaboration.
- 3.3 To the maximum extent permitted by applicable law and subject to Section 4.1, we exclude all representations and warranties relating to the subject matter of this disclaimer.
- 3.4 Upon submission of your idea and or design, Connected Switchgear will undertake an evaluation in respect of that idea or design with a view to its Commercialisation without making any warranties in terms of the potential value of the Commercialisation of your idea or design.

4. Limitations and exclusions of liability

- 4.1 Nothing in this disclaimer will:
 - (a) limit or exclude any liability for death or personal injury resulting from negligence;
 - (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
 - (c) limit any liabilities in any way that is not permitted under applicable law; or
 - (d) exclude any liabilities that may not be excluded under applicable law.
- 4.2 The limitations and exclusions of liability set out in this Section 4 and elsewhere in this disclaimer:
 - (a) are subject to Section 4.1; and
 - (b) govern all liabilities arising under this disclaimer or relating to the subject matter of this disclaimer, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in this disclaimer.

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- 4.3 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

5. Severability

- 5.1 If a provision of this disclaimer is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 5.2 If any unlawful and/or unenforceable provision of this disclaimer would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

6. Law and jurisdiction

- 6.1 This Disclaimer shall be governed and construed by English Law in the State of New South Wales.
- 6.2 Upon submission of your idea and or design you agree to rely on the provisions of this disclaimer.

7. Our Contact details

- 7.1 We can be contacted at:

Connected Group Australia PTY LTD trading as Connected Switchgear
7 Ormsby Place
Wetherill Park
NSW 2164
Ph 1300 071 378

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