

Tyro Fintech Hub – General Terms

Tyro's relationship with the Member is governed by two documents: the Tyro Fintech Hub Application ("Application") and these General Terms (together "Agreement"). They should be read together and become binding on both parties immediately on Tyro accepting the Member's Application.

1. When these terms apply

1.1. These terms along with the Application constitute Your agreement with Tyro ("**Agreement**"). You agree to be bound by the Agreement when Tyro accepts Your Application.

1.2. In addition to the Agreement, You will comply with:

- 1.2.1. the Code of Conduct;
- 1.2.2. any reasonable directions given by Tyro;
- 1.2.3. the obligations imposed on Tyro under the terms of the Lease and any other obligations, rules or regulations imposed by the Landlord, as notified to You by Tyro; and
- 1.2.4. all laws applicable to Your business.

1.3. You acknowledge You have been given an electronic copy of this Agreement before Tyro grants you access to the Premises and that you can also request a copy at any time.

2. Licence

2.1. From the Commencement Date and in consideration of the payment of the Licence Fee, Tyro grants to You the right for You and any of Your Guests to:

- 2.1.1. use and occupy Your Allocated Desk;
- 2.1.2. access the Premises; and
- 2.1.3. use the Office Equipment, Services and Common Facilities.

in accordance with the terms of this Agreement.

2.1.4. Tyro may also allocate You an unlocked locker at its discretion and subject to changes.

2.2. The right granted to You in accordance with clause 2.1 is a non-exclusive right.

2.3. The whole of the Premises remains in Tyro's possession and control at all times.

2.4. The rights conferred by Tyro to You under this Agreement:

- 2.4.1. lie in contract and are Your rights only and do not create in or confer on You any tenancy or any estate or interest whatsoever in or over the Premises; and
- 2.4.2. are personal to You.

2.5. You acknowledge that the rights granted to you under the terms of this Agreement do not create any tenancy relationship between You and the Landlord.

3. Tyro's Obligations

3.1. Tyro will provide:

- 3.1.1. the Office Equipment and Services;
- 3.1.2. access to the Premises;
- 3.1.3. access to Your Allocated Desk; and
- 3.1.4. access to the Common Facilities, (collectively the "Hub Services"), for use by You and all other Members in accordance with the terms of this Agreement.

3.2. Tyro may change Your Allocated Desk to another available Desk at any time. You may request one week's written notice.

3.3. Tyro will provide the Hub Services during Business Hours only.

3.4. Tyro may in its discretion provide the Hub Services to Members outside of Business Hours upon receiving a written application from the Member.

4. No representation or warranty

4.1. Tyro makes no representations and gives no assurances whatsoever as to:

- 4.1.1. the security of the Hub Services or of any information that You disclose whilst using the Hub Services;
- 4.1.2. the quality of the Hub Services; or

- 4.1.3. the availability of the Hub Services.

5. Responsible internet usage

a) You agree to use the Services responsibly and in accordance with Tyro's Code of Conduct and any applicable laws.

5.1. You agree to keep any access credentials provided to You by Tyro for the purposes of accessing the Services, confidential, they are not to be shared with third parties.

5.2. You understand that all internet data that is composed, transmitted and/or received through the Services may be disclosed by Tyro in response to a written request by a regulator or during proceedings if so required by law. .

5.3. You understand that all sites and downloads may be monitored and/or blocked by Tyro if they are deemed harmful to Tyro.

5.4. You agree not to use the Services for an Unacceptable Purpose.

6. Member Obligations

6.1. You will bind all Guests to the terms of this Agreement and ensure that they comply with the terms of this Agreement.

6.2. You will not act in a manner that would cause Tyro to breach its obligations under the Lease, as notified to you in accordance with clause 1.2.3.

6.3. You will not do anything:

- 6.3.1. illegal in connection with Your use of the Hub Services;
- 6.3.2. that may interfere with the use of the Hub Services by Tyro or other Members;
- 6.3.3. that may cause any nuisance or annoyance to Tyro, the Landlord or other Members;
- 6.3.4. that may result in an increase in the insurance premiums Tyro has to pay;
- 6.3.5. that may cause loss or damage to Tyro (including damage to reputation), the Landlord or any other Member.

6.4. You must promptly notify Tyro of any malfunction or breakdown of the Office Equipment or any other Hub Service.

6.5. You must not make any alterations to the Premises and must take good care of the Office Equipment, Services, Common Facilities and all parts of the Premises, its equipment, fixtures, fittings and furnishings which You use.

6.6. You must not install any cabling, IT or telecom connections without Tyro's consent, which Tyro may refuse in its absolute discretion.

6.7. You agree that from time to time Your Allocated Desk may be used for events. You will be emailed in advance informing You of the dates and nature of these events.

6.8. You will ensure that an Authorised Guest will register any Guest that is not an Authorised Guest and accompany the Guest at all times while that Guest is on the Premises.

6.9. You agree that You are solely responsible for the security of Your personal property on the Premises. It is Your responsibility to arrange insurance for Your own property that You bring to the Premises and you release Tyro from any claim you may have in relation to loss or damage to your property.

6.10. Tyro reserves the right to charge additional reasonable fees for any repairs needed to the Hub

Services as a result of Your actions above and beyond normal wear and tear.

7. Use

7.1. You must use the Hub Services for office purposes only. Any other uses are prohibited without Tyro's prior written consent.

7.2. You may use the Premises' address as Your business address with the prior written consent of Tyro.

8. Term

8.1. This Agreement commences on the Commencement Date and ends on the Completion Date, unless terminated earlier in accordance with the terms of this Agreement.

8.2. This Agreement will, subject to the same terms, automatically be renewed on a monthly basis unless notification of termination has been received by Tyro.

8.3. The Notification required per clause 8.2 should be in writing and received 30 days prior to the end of the completion date or the equivalent under the automatic renewal.

9. Licence Fees

9.1. You agree to pay Tyro in full without set-off or counterclaim and without any deduction in respect of taxes unless prohibited by law, the Licence Fee per month, in advance.

9.2. Tyro may increase the amount of any fee or other amount payable under this Agreement without Your agreement by giving notice to You. If Tyro increases the amount of any fee or other amount payable, it will give You at least 30 days' written notice prior to the change taking effect. You may at any time request a copy of the current fees and charges payable under this Agreement.

9.3. You will not be entitled to a refund of any Licence Fees paid by You in the event that You do not use the Hub Services provided by Tyro for the period for which the Licence Fee relates.

9.4. You must pay Your Licence Fee by the due date as specified in the invoice provided to You by Tyro. The invoice will be delivered to You by email and the amount directly debited from Your Account.

9.5. If You do not pay fees or other amounts payable when due, a fee may be charged on all overdue balances. If You dispute any part of an invoice then You must pay the amount not in dispute by the due date or be subject to late fees.

9.6. Tyro reserves the right to withhold Hub Services (including for the avoidance of doubt, denying You access to the Premises) while there are any outstanding fees and/or interest or You are in breach of this Agreement.

10. Account

10.1. You must maintain an Account to which amounts payable to Tyro by You may be debited. You must maintain the Account for the duration of this Agreement and for at least 30 days after termination. You must not make any changes to the Account without telling Tyro first.

10.2. You authorise Tyro to debit the Account in respect of all fees and amounts payable under this Agreement.

10.3. You agree that the authorisation provided above continues despite termination of this Agreement.

11. Security

11.1. You will be provided with security access to the Premises.

11.2. You must not disclose or otherwise permit access to (other than to Tyro, a Guest who is bound to the terms of this Agreement or unless required by law) Your security access code or pass to any other person without the written consent of Tyro.

12. Termination

12.1. Tyro may terminate this Agreement at any time without cause by providing You with 30 days' written notice.

12.2. Tyro may immediately terminate this Agreement at any time by written notice in the event that:

12.2.1. The Lease is terminated for any reason;

12.2.2. You become insolvent, bankrupt, go into liquidation or become unable to pay Your debts as they fall due;

12.2.3. You are in breach of one of your obligations under this Agreement which is capable of remedy and have not rectified the breach within 14 days of being notified by Tyro in writing that You are in breach;

12.2.4. You are in breach of any of your obligations under this Agreement which is not capable of remedy;

12.2.5. Your conduct, or the conduct of any of Your Guests, is deemed by Tyro not to fall within ordinary office use; or

12.2.6. You breach Your obligations under clause 9.

12.3. If this Agreement is terminated in accordance with clause 12.2, You acknowledge that You are not entitled to receive any refund of fees paid in advance.

12.4. Upon termination of this Agreement, You are to vacate the Premises immediately, leaving the Services, Office Equipment, Common Facilities and Premises in the same condition as they were at the Commencement Date.

12.5. If upon termination, You leave any property in the Premises, Tyro may dispose of it at Your cost in any way Tyro chooses without owing You any responsibility for the property or any proceeds of sale.

13. Liability

13.1. You are liable for any breach of this Agreement or any damage caused by You or any Guest to the Premises or other Hub Services.

13.2. To the maximum extent permitted by law, You agree to indemnify and keep indemnified Tyro against any liabilities, losses, costs (including legal costs), expenses and damages incurred or arising in connection with:

13.2.1. Your use of the Hub Services;

13.2.2. any breach by You under this Agreement; or

13.2.3. any breach of Your obligations by any of Your officers, employees, advisers or contractors.

13.3. This indemnity is a continuing obligation and continues after this Agreement ends. It is not necessary for Tyro to incur expense or make payment before enforcing this indemnity.

13.4. Subject to clause 13.5, to the maximum extent permitted by law, Tyro is not liable to You in respect of any loss or damage You suffer in connection with:

13.4.1. a breach by Tyro of this Agreement;

13.4.2. the Hub Services;

13.4.3. Your use of the Premises, unless Tyro has acted deliberately or negligently in causing that loss or damage.

13.5. Tyro is not under any circumstances liable to You for any loss or damage as a result of Tyro's failure to provide a Hub Service as a result of mechanical breakdown, strike or termination of Tyro's interest in the Premises.

13.6. Tyro is not under any circumstances liable to You for loss of business, loss of profits, loss of anticipated savings, loss of or damage to data, third party claims or any other consequential loss unless Tyro otherwise agrees in writing.

13.7. To the maximum extent permitted by law, Tyro's liability to You in respect of its obligations under this Agreement will be limited to the total fees paid by You for the use of the Hub Services.

14. Privacy

14.1. Each party:

14.1.1. agrees to comply with any Privacy Law by which it is bound and any other reasonable privacy requirement notified by the other party;

14.1.2. warrants that having made due inquiry, is not aware of any breach by it of any Privacy Law.

14.2. Each party acknowledges that it does not rely on any information or representation supplied by the other party as advice regarding compliance with the Privacy Laws.

14.3. You acknowledge that Tyro may obtain and disclose personal information about You and any of Your Guests for any purpose relating to the provision of the Hub Services, including, but not limited to, disclosing Your personal information to the Landlord.

14.4. Tyro's rights under this clause continue despite termination.

14.5. You authorise Tyro to obtain from any third party personal information about You, for any one or more of the following purposes:

14.5.1. to assess and process Your Application for services Tyro supplies under this Agreement;

14.5.2. to administer and manage the services Tyro supplies under this Agreement; or

14.5.3. to facilitate Tyro's internal business operations, including fulfilling any legal requirements and systems maintenance.

14.6. You acknowledge and agree that Tyro may disclose information about You that Tyro collects from Your Application or conduct of the services Tyro supplies under this Agreement, in the following circumstances:

14.6.1. to Tyro's external service providers (some of which may be located overseas) who provide services for the purposes only of Tyro's business, on a confidential basis;

14.6.2. to any person, for any purpose relating to the provision of the Hub Services (for example, the Landlord). This information may include information about terminating services made available to You and the reasons for that termination; and

14.6.3. if You request Tyro to do so, if You consent or where the law requires or permits Tyro to do so.

14.7. Tyro will use and disclose Your personal information for the primary purposes for which the personal information was initially collected and any secondary purpose as permitted under the Privacy Law. You can view information about how Your personal information is dealt with in Tyro's Privacy Policy. Tyro's Privacy Policy sets out:

14.7.1. the purposes for which Tyro collects Your personal information;

14.7.2. the consequences if You don't provide Your personal information to Tyro;

14.7.3. the third parties to which Tyro discloses Your personal information;

14.7.4. how to access and seek correction of Your personal information;

14.7.5. how to complain about a breach of Tyro's obligations in respect of Your personal information and how Tyro will deal with such a complaint;

14.7.6. whether Your personal information is likely to be disclosed by Tyro to overseas entities and in which countries these entities reside.

15. Miscellaneous

15.1. Every provision of this Agreement will be deemed severable as far as possible from the other provisions. If any provision is found to be void, illegal or unenforceable for any reason, it will be deemed to be severed and omitted from this Agreement. This Agreement with the offending provision severed and omitted and with any consequential amendment if necessary will otherwise remain in full force.

15.2. This Agreement is to be construed according to the laws of New South Wales and the parties submit themselves to the non-exclusive jurisdiction of the courts of New South Wales and any competent appellate courts.

15.3. This Agreement is binding on the parties, their executors, administrators, successors and assigns. You cannot assign this Agreement without Tyro's prior written consent. Tyro may assign its rights or novate its rights and obligations under this Agreement at any time without Your consent.

15.4. Tyro can unilaterally change the terms of this Agreement by posting the varied terms on the Hub website. Other than variations which introduce or increase fees or charges, the variation begins no earlier than the date on which Tyro posts the terms on the Hub website. For variations increasing fees, Tyro will give 30 days' written notice.

15.5. Any notice to be given by one party to any other must be signed or authorised by the party giving the notice or by one of its officers or its duly authorised lawyer or agent and must be hand delivered or sent by pre-paid post or electronic mail to the address or electronic mail address included in the Application and will be sufficiently given:

15.5.1. in the case of hand delivery, on the date of delivery;

15.5.2. in the case of pre-paid post, 2 business days after being sent by pre-paid post; or

15.5.3. in the case of electronic mail, on the day of transmission provided that the sender can give evidence of transmission and the intended recipient does not give evidence of non-receipt.

15.6. You expressly agree to Tyro providing You with communication and notices (including notices of changes to these terms) electronically.

16. Interpretations and definitions

Unless qualified by or inconsistent with the context:

16.1. A reference to one gender includes the other genders; reference to a person includes an incorporated body or other association of persons or a governmental agency and vice versa; the singular includes the plural and vice versa.

16.2. Where a party comprises more than one person, this Agreement applies to all of them together and each of them separately.

16.3. A reference to costs includes legal costs on a full indemnity basis.

16.4. The approval or consent of a party means that party's prior written approval or consent. Similar expressions have corresponding meanings.

16.5. Where "include" or "for example" or any form of those words are used, they must be construed as if they were followed by "(without being limited to)".

16.6. If the day on or by which a person must do something under this Agreement is not a Business Day, the person must do it on or by the next Business Day.

16.7. "Account" means an Australian bank account maintained in Your name.

16.8. "Allocated Desk" means the Desk/s allocated to You by Tyro that are located in the Premises.

16.9. "Authorised Guest" means any person listed as an authorised guest in the Application.

16.10. "Business Day" means a day on which banks are open for business in Sydney, Australia.

16.11. "Business Hours" means the hours of 8 am to 6pm on any Business Day.

16.12. "Code of Conduct" means the general code of conduct imposed by Tyro on its Employees and Contractors displayed at www.tyro.com/code-of-conduct

- 16.13. "Commencement Date" means the commencement date specified in Your Application.
- 16.14. "Common Facilities" means the toilet facilities, kitchen facilities and desks allocated for use by all Members, located at the Premises.
- 16.15. "Completion Date" means the completion date specified in Your Application.
- 16.16. "Desk" means a physical desk space and office chair.
- 16.17. "Guest" means an Authorised Guest and any person on the Premises with Your permission or at Your invitation, whether express or implied, including but not limited to all employees, contractors, agents or other persons present on the Premises.
- 16.18. "Landlord" means 155 Clarence Street Pty Ltd ABN 57 951 291 800.
- 16.19. "Lease" means the lease between the Landlord and Tyro in relation to the Premises.
- 16.20. "Licence Fee" means the fee payable per month for an Allocated Desk/s as set out in the Application.
- 16.21. "Member" means You.
- 16.22. "Members" refers to other licensors in the Premises.
- 16.23. "Office Equipment" means printers and a fully equipped kitchen provided by Tyro and available at the Premises.
- 16.24. "Premises" means the premises situated at Level 3, 155 Clarence Street, Sydney NSW 2000.
- 16.25. "Privacy Law" means the Privacy Act 1988 (Cth) and any equivalent legislation that applies to either of the parties.
- 16.26. "Privacy Policy" means the privacy policy available on Tyro's website at www.tyro.com.
- 16.27. "Services" means wi-fi internet available at the Premises.
- 16.28. "Tyro" means Tyro Payments Limited ABN 49 103 575 042.
- 16.29. "Unacceptable Purpose" includes, but is not limited to:
- 16.29.1. sending or posting discriminatory, harassing, or threatening messages or images;
 - 16.29.2. perpetrating any form of fraud, and/or software, film or music piracy;
 - 16.29.3. stealing, using, or disclosing someone else's password without authorisation;
 - 16.29.4. downloading, copying or pirating software and electronic files that are copyrighted or without authorisation;
 - 16.29.5. providing illegal services;
 - 16.29.6. hacking into unauthorised websites;
 - 16.29.7. sending or posting information that is defamatory;
 - 16.29.8. introducing malicious software onto the network; or
 - 16.29.9. any other use determined to be unacceptable to Tyro at its sole discretion.
- 16.30. "You" and "Your" means the Member identified in the Application.

Terms and conditions as at December 2016.