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By accepting this Agreement, you hereby agree that for the purpose of accessing safety and security information that:

- (1) you are accessing safety and security information for use within a repairer business or for the purpose of providing a Registered Training Organisation course; and
- (2) the premises used by the repairer business or Registered Training Organisation complies with all required standards and regulatory requirements.

In relation to accessing safety information, you hereby declare that you are a fit and proper person for the purpose of accessing safety information. In order to be a fit and proper person for this purpose as required by the MVIS, you must have successfully completed the following required training and qualifications (as applicable):

- (1) training provided by or on behalf of the applicable vehicle manufacturer to work with hydrogen systems or battery/electric propulsion systems; and
- (2) training provided by a Registered Training Organisation or by or behalf of an applicable vehicle manufacturer that allows me to competently safely depower, isolate and re-initialise a high voltage battery installed in a vehicle.

In accepting this Agreement you understand and agree that you will have the option to access future updates to the information contained on the Software and will ensure that you remain a fit and proper person to access such information by completing any training required to use and apply this safety and security information.

In relation to accessing security information, you hereby declare that:

- (1) you have obtained and will, in future, obtain the express written permission of vehicle owner(s) for the use of any applicable security information and in doing so keep a record of the customer's consent and their vehicle identification number;
- (2) that at the time of accepting this Agreement, I am a fit and proper person for the purpose of accessing security information.

In order to be a fit and proper person for this purpose as required by the MVIS, you must either: have undertaken a police check in the last 2 years which shows no record of offences for theft, theft of a motor vehicle, fraud, dishonesty or deception and you must not have been convicted of an offence since the date of that police check. **OR hold a repairer licence that was issued or renewed no earlier than 2 years before obtaining the security information and I declare you have not been convicted of an offence since the police check report that was taken into account when my repairer licence was issued or renewed.*

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GOVERNING LAW; EXCLUSIVE JURISDICTION. This Agreement will be governed by the laws of the State of Wisconsin (excluding its choice of laws principles). YOU CONSENT TO EXCLUSIVE JURISDICTION AND VENUE IN THE FEDERAL COURTS SITTING IN MILWAUKEE COUNTY, WISCONSIN, UNLESS NO FEDERAL JURISDICTION EXISTS, IN WHICH CASE YOU CONSENT TO EXCLUSIVE JURISDICTION AND VENUE IN ANY STATE COURT LOCATED IN MILWAUKEE COUNTY, WISCONSIN. YOU WAIVE ALL DEFENSES OF LACK OF PERSONAL JURISDICTION AND FORUM NON CONVENIENS. THE PARTIES HEREBY EXPRESSLY AGREE THAT THIS AGREEMENT SHALL NOT BE GOVERNED BY THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.

GENERAL. You agree that this Agreement is the complete and exclusive statement of the Agreement between you and Snap-on which supersedes any proposal or prior agreement, oral or written, and any other communications between you and Snap-on relating to the subject of this Agreement. If for any reason a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. Any failure by either party to require strict performance by the other of any provision of this Agreement will not constitute a waiver of such provision or thereafter affect the party's full rights to require strict performance. This Agreement may only be amended by specific written amendment signed by authorized representatives of both parties.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS