

STANDARD TERMS

The following terms and conditions shall apply to any agreement for the sale and provision of Services between the Client and the Company for the duration of the agreement between the Client and the Company.

1 DEFINITIONS

In these Terms:

- (a) **Australian Consumer Law** means the Australian Consumer Law set out in Schedule 2 of the Competition and Consumer Act.
- (b) **Business Day** means a weekday on which banks are open for normal banking business in the State or Territory (excluding any public holidays).
- (c) **Business Hours** means the period of 9.00am – 5.00pm on a Business Day.
- (d) **Client** means the entity or person which the Company is providing the Services upon these Terms.
- (e) **Company** means [Revlex] Pty Ltd (ACN [-]), and its successors and assigns.
- (f) **Competition and Consumer Act** means the Competition and Consumer Act 2010 (Cth).
- (g) **Confidential Information** means these Terms and all information provided in any form by a party, including relating to its business or otherwise, trade and business secrets, documents, manuals, guides, reports, notes, accounts, business and marketing plans, proposals and analyses, customer and market research information, technology and other materials, (including copies of any of these).
- (h) **Force Majeure Event** has the meaning given to that term in clause 15(b).
- (i) **GST** has the meaning given to that term in the GST Law.
- (j) **GST Law** has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- (k) **Insolvency Event** means in relation to the Client, one or more of the following events:
 - (i) if the Client is “insolvent” as that term is defined in section 9 of the Corporations Act 2001 (Cth);
 - (ii) an application is made, or a resolution is passed, to wind-up the Client;
 - (iii) a controller, administrator, liquidator or provisional liquidator is appointed in respect of the Client or any of its assets;
 - (iv) the Client suffers or commits an act of bankruptcy within the meaning of the Bankruptcy Act 1966 (Cth);
 - (v) the Client dies, ceases to be of full legal capacity or becomes incapable of managing its own affairs for any reason;
 - (vi) the Client is unable to pay its debts as and when they become due and payable; or
 - (vii) the Client suffers a similar consequence referred to in clauses (i) to (vi) under the law of any jurisdiction
- (l) **Intellectual Property** means:
 - (i) the Confidential Information;
 - (ii) copyright, patents, database rights and rights in trade marks, designs (within the meaning of the *Designs Act 2003* (Cth)), know-how and confidential information (whether registered or unregistered);
 - (iii) applications for registration, and rights to apply for registration, of any of the foregoing rights; and
- (iv) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world.
- (m) **Non-excluded Guarantees** has the meaning given to that term in clause 8(a)(i).
- (n) **Potential Service Provider** means a potential legal services provider that the Company has sent a RFP on behalf of the Client.
- (o) **Related Bodies Corporate** has the meaning given to it in the *Corporations Act 2001* (Cth).
- (p) **RFP** means a request for fee estimate and proposal sent by the Company to Potential Service Providers for the purposes of (amongst other things) preparing a Summary.
- (q) **Services** means the following services to be provided by the Company to the Client;
 - (i) attending to any preliminary calls, meetings, engagements or correspondence with the Client to obtain the Client's comments for the purposes of preparing a draft RFP;
 - (ii) drafting and finalising a RFP with the Client;
 - (iii) sending a finalised RFP to Potential Service Providers;
 - (iv) engaging with Potential Service Providers on behalf of the Client for the purposes of obtaining their responses to a RFP;
 - (v) consolidating responses received from Potential Service Providers to a RFP and preparing a Summary;
 - (vi) attending to any negotiations or other engagements with Potential Service Providers on behalf of the Client (including for the purposes of obtaining additional responses from Potential Service Providers);
 - (vii) finalising a Summary and sending the Summary to the Client;
 - (viii) any other services provided by the Company to the Client relating to the services in clauses [-] to [-] above; and
 - (ix) any other services agreed between the Company and the Client in writing.
- (r) **Summary** means a summary of the responses from Potential Service Providers to a RFP prepared by the Company for (and to be sent by the Company to) the Client;
- (s) **State** means the State of Victoria in the Commonwealth of Australia.
- (t) **Terms** means the Company's standard terms and conditions of the sale and provision of Services as set out in this document (or any written variations to this document).

2 INTERPRETATION

In these Terms, unless specified to the contrary:

- (a) the background, the schedules, the execution page and the annexures (if any) are each incorporated in and form part of these Terms;
- (b) a reference to the singular includes the plural and vice versa;
- (c) a reference to a given gender includes all other genders;
- (d) other parts of speech and grammatical forms of a word or phrase defined in these terms have a corresponding meaning;
- (e) a reference to a person includes a natural person, a company or other entities recognised by law;
- (f) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislation or legislative provision substituted for, that legislation or legislative provision;
- (g) a reference to any governmental or statutory body includes any body which replaces, succeeds to the relevant powers and

functions of, or which serves substantially the same purposes or objects as such body;

- (h) a reference to any agreement or document is to that agreement or document (and, where applicable, any of its provisions) as amended, novated, supplemented or replaced from time to time;
- (i) a reference to any thing is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
- (j) a reference to writing includes any mode of reproducing words, figures or symbols in tangible and permanently visible form and includes fax transmission;
- (k) a reference to Australian dollars, dollars, \$, A\$, \$A or AUD is a reference to the lawful currency of the Commonwealth of Australia;
- (l) all references to parties are to the parties to these Terms;
- (m) a reference to a party includes the party's executors, administrators, successors and permitted assigns;
- (n) a reference to time is to local time in the capital city of the State;
- (o) if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (p) if the time for performing an obligation under these Terms expires on a day which is not a Business Day, then time is extended until the next Business Day;
- (q) a reference to applicable law or law shall be a reference to all laws and regulations applicable to the action referred to and, where relevant, the laws to which a party is subject;
- (r) the language in all parts of these Terms shall be in all cases construed in accordance with its fair and common meaning and not strictly for or against any of the parties; and
- (s) specifying anything in these terms after the words 'including', 'includes' or 'for example' or similar expressions does not limit what else is included unless there is express wording to the contrary.

3 GENERAL

- (a) The Company agrees to provide the Services to the Client in accordance with these Terms.
- (b) These Terms shall apply to all Services provided by the Company to the Client unless otherwise agreed in writing by a duly authorised representative of the Company.
- (c) These Terms are deemed to be incorporated into all contracts for the provision of Services by the Company to the Client, and will prevail over any inconsistent terms in any document of the Client unless otherwise agreed by the Company in writing.
- (d) If the Client enters into a contract with the Company relating to any Services, the Services are provided to the Client, or the Client makes any payment to the Company, the Client is taken to have understood and accepted these Terms.

4 TERMS OF PROVISION OF SERVICES

- (a) [-].

5 SERVICES

- (a) If the Client orders Services, or the Company otherwise agrees to provide Maintenance Services to the Client, the Company will start providing the Maintenance Services on such date, and in accordance with terms and conditions set out in this clause 5.
- (b) Notwithstanding anything to the contrary in this clause 5, but subject at all times to clause 8, if:
 - (i) the Equipment requires maintenance services by virtue of the Client failing to comply with clause 4; or

- (ii) the Client requires any maintenance services outside of those Services pursuant to sub-clause **Error! Reference source not found.**, **Error! Reference source not found.** or **Error! Reference source not found.** above,

the Company may (in its absolute discretion) decide whether to provide those services. If the Company does provide those services, the Company may charge the Client an additional fee. The additional fee will be as determined by the Company in its absolute discretion and agreed with the Client, and may include, without limitation, the cost of any Goods, freight and/or handling fees, labour fees, travel and accommodation fees and any other out of pocket expenses of the Company.

- (f) Notwithstanding anything to the contrary in this clause, the Client:
- (g) Notwithstanding anything to the contrary in this clause, the Company will not be required to provide the Maintenance Services in the event of a Force Majeure Event.
- (h) Notwithstanding anything to the contrary in this clause, and subject to clause 4, unless otherwise agreed by the Company in writing, the date and time for the provision of the Services by the Company is left to the absolute discretion of the Company, however the Company will provide the Client with advance notice as to the date and time for the provision of the Services.
- (i) This clause 5 is at all times subject to clause 8.

6 PRICES AND PAYMENT

- (a) Subject to clause **Error! Reference source not found.** and this clause 6, the price for the Services will be specified in the quotation provided by the Company to the Client, unless otherwise specified.
- (b) The Company may (in its absolute discretion) offer a price concession or discount on the price for any Services. However, such a concession or discount that the Company provides to the Client is conditional on the Client's full compliance with these Terms (including, without limitation, the Client paying for the Services in accordance with clause 6(d)). If the Client does not comply with these Terms the price concession or discount offered by the Company will not apply and the full price will apply.
- (c) If the Client has been granted credit facilities by the Company pursuant to the Credit Application Form, the price of the Services is due and payable in accordance with the terms and conditions of the Company in respect to the provision of the credit facilities as set out in the Credit Application Form or as otherwise notified by the Company to the Client.
- (d) Unless otherwise agreed in writing by the Company, or stated in these Terms (including, without limitation, subclause (c) above), the Client must pay for the Services within 30 days from the date of the invoice.
- (e) The Company reserves the right to require additional security at any time prior to provision of the Services if the creditworthiness of the Client becomes, in the Company's opinion, unsatisfactory, in which the case the Company may request appropriate security from the Client on terms acceptable to the Company, including (without limitation):
 - (i) the Client providing a deposit for the Services to be provided by the Company;
 - (ii) the directors of the Client providing a personal guarantee in respect of the obligations of the Client;
 - (iii) the Client providing a bank guarantee for the total amount of the Services to be provided by the Client; and/or
 - (iv) the client paying for the Services in full in advance.
- (f) The time for payment of the Services is of the essence, and all payments must be made on or before the due date as a condition precedent to future provisions of Services under these Terms.

- (g) The Company may require immediate payment of all amounts outstanding (whether or not then due and payable):
- (i) if the Client does not materially comply with any one or more of its obligations under these Terms;
 - (ii) if the Company considers that the creditworthiness of the Client has become unsatisfactory; or
 - (iii) if one or more Insolvency Events occur.
- (h) In the event that the Client requires (acting reasonably) the Company to obtain and maintain additional permissions, licences, approvals or otherwise obtain any other pre-qualification or undertake any other compliance steps (**Pre-Qualification Approvals**) prior to the Company providing any Services pursuant to these Terms, the Client must reimburse the Company, on a full indemnity basis, for any costs incurred by the Company (including any fees paid) in obtaining and maintaining such Pre-Qualification Approvals within 30 days after the Company has provided the Client with reasonable evidence that such cost has been incurred by the Company (including where such costs are incurred on an ongoing basis). The Client will not be required to reimburse the Company under this clause in connection with any Pre-Qualification Approval that the Company is required by law to obtain or otherwise obligated by law to maintain.

7 GST

- (a) [NO GST payable until \$75 revenue / 12 months]**
- (b) GST on price of the Services
- (i) Unless otherwise stated, the prices of the Services referred to in these Terms and any quote or invoice are GST exclusive.
 - (ii) In addition to the price for the Services, the Client must pay to the Company an amount equal to any GST payable for any supply by the Company made under these Terms or under any agreement for the provision of Services.
 - (iii) The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the price for the Services.
 - (iv) The Client indemnifies the Company for any loss that the Company may incur as a result of the incorrect payment or non-payment of any GST and associated fees or penalties caused by the Client incorrectly asserting that it is registered for GST or failing to pay GST charged by the Company.
 - (v) If the Company becomes liable for any penalties or interest as a result of a late payment of GST by the Client, where that late payment is as a direct result of a failure of another party to comply with the terms of this clause 8, the Client shall pay to the Company an additional amount on demand equal to the amount of those penalties and interest.
- (c) GST on claims
- (i) If a payment to satisfy a claim or a right to claim under or in connection with these Terms gives rise to a liability to pay GST, the payer must pay, and indemnify the payee on demand against the amount of that GST.
 - (ii) If a party has a claim under or in connection with these Terms for a cost on which that party must pay GST, the claim is for the cost plus all GST (except any GST for which that party is entitled to an input tax credit).
 - (iii) If a party has a claim under or in connection with these Terms whose amount depends on actual or estimated revenue or which is for a loss of revenue, revenue must be calculated without including any amount received or receivable as reimbursement for GST (whether that amount is separate or included as part of a larger amount).
- (d) This clause 7 is at all times subject to clause 8.

8 GUARANTEES

- (a) Guarantees
- (i) The Services come with guarantees that cannot be excluded under the Australian Consumer Law and other statutory implied guarantees under applicable State, Territory and Commonwealth law(s), which will be implied into these Terms (**Non-excluded Guarantees**).
 - (ii) The Company acknowledges that nothing in these Terms purports to modify or exclude the Non-excluded Guarantees.
 - (iii) The Client may be entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable damage arising from a breach of a Non-excluded Guarantee. This warranty against defects is given in addition to other rights and remedies of the Client under law.
 - (iv) Except as expressly set out in these Terms or in respect of the Non-excluded Guarantees, the Company makes no warranties or other representations to the Client and expressly disclaims any such warranties. The Company's liability in respect of these warranties is limited to the fullest extent permitted by law.
- (b) Remedies
- Subject to this clause 8 and clause 9 and so far as may be permitted by law, the liability of the Company and its employees and/or agents for a breach of a Non-excluded Guarantee in relation to the provision of services shall, at the Company's option, be limited to:
- (i) providing the Services again; or
 - (ii) the payment of the cost of having the Services re-provided.

9 LIMITATION OF LIABILITY

- (a) Maximum Liability
- To the extent permitted by law, the maximum liability of the Company and any of its officers, personnel, representatives, employees or agents in connection with the Services and these Terms (including for all breaches of warranties provided by the Company) will be limited to the lesser of:
- (i) an amount equal to the aggregate of the payments received by the Company from the Client as consideration for the Services in the 12-month period preceding the date of the claim by the Client; or
 - (ii) an amount equal to the insurance cover taken out and maintained by the Company (which will, throughout the duration of these Terms, be at least to a level that a reasonably prudent business in a similar situation to the Company would maintain), as disclosed from time to time by the Company to the Client.
- (b) Indirect and consequential loss
- To the extent permitted by law, in no circumstances is either party liable in contract, tort (including negligence or breach of statutory duty) or otherwise, and whatever the cause, to compensate the other party for:
- (i) any loss of profit, revenue, business, contracts or anticipated savings; or
 - (ii) any special indirect or consequential loss or damage of any nature whatsoever.
- (c) Reduction of liability
- Notwithstanding anything else in these Terms, the liability of a party to the other party for loss or damage, will be reduced proportionately to the extent that the loss or damage was caused or contributed to by the other party's negligence, unlawful act or

omission and/or failure to comply with its obligations under and/or in connection with these Terms or otherwise at law.

(d) **Mitigation**

Each party must use all reasonable endeavours to mitigate its loss, damage and any expenses arising under and/or in connection with a breach of these Terms, or in tort, or for any other common law legislative cause of action arising under and/or in connection with these Terms.

10 INDEMNITY

To the extent permitted by law but notwithstanding anything else in these Terms, each party indemnifies the other party from every liability, loss, damage, cost and/or expense incurred or suffered by the indemnified party arising directly out of the negligence or other wrongful act or omission of that party or its employees or agents.

11 INTELLECTUAL PROPERTY

- (a) Intellectual Property owned by either party remains the property of that party.
- (b) The Company shall retain the sole and exclusive ownership of all Intellectual Property existing or created in relation to the Services.

12 CONFIDENTIAL INFORMATION

- (a) In respect of Confidential Information disclosed by or related to the Company, the Client must:
 - (i) maintain and must ensure that its employees, agents or representatives maintain in confidence all Confidential Information disclosed to it and must ensure that the Confidential Information is kept confidential and not disclosed to third parties (other than a Related Body Corporate or an employee, agent or representative of the Company);
 - (ii) not disclose Confidential Information to any other third party for any purpose, other than as permitted under clause 12(c);
 - (iii) restrict the disclosure of any Confidential Information to any employee, agent or representative of the Client who require Confidential Information for the purposes of these Terms;
 - (iv) ensure that each person to whom any Confidential Information has been disclosed by the Client complies with the obligations of the Client under this clause 12; and
 - (v) immediately notify the Company in writing if any person has disclosed or is suspected by the Client of disclosing or intending to disclose any Confidential Information to any other person otherwise than in accordance with this clause 12.
- (b) In respect of Confidential Information disclosed by or related to the Client and all Patient Information, the Company must:
 - (i) maintain and must ensure that its employees, agents or representatives maintain in confidence all Confidential Information and Patient Information disclosed to it and must ensure that the Confidential Information and Patient Information are kept confidential and not disclosed to third parties (other than a Related Body Corporate or an employee, agent or representative of the Company);
 - (ii) not disclose Confidential Information and Patient Information to any other third party for any purpose, other than as permitted under clause 12(c);
 - (iii) restrict the disclosure of Confidential Information and Patient Information to any employee, agent or representative of the Company who requires Confidential Information or Patient Information for the purposes of these Terms;

(iv) ensure that each person to whom any Confidential Information or Patient Information has been disclosed by the Company complies with the obligations of the Company under this clause 12; and

(v) immediately notify the Client in writing if any person has disclosed or is suspected by the Client of disclosing or intending to disclose any Confidential Information or Patient Information to any other person otherwise than in accordance with this clause 12.

- (c) A party may reveal Confidential Information or Patient Information (as applicable) which:
 - (i) the party is required by law or by any stock exchange to disclose in which case the party must immediately notify the other party of the requirement and must take lawful steps and permit the other party to oppose or restrict the disclosure to preserve, as far as possible, the confidentiality of the Confidential Information or Patient Information;
 - (ii) is in or enters the public domain for reasons other than a breach of these Terms;
 - (iii) is disclosed to the party by a third party legally entitled to disclose that information and who is not under an obligation of confidentiality;
 - (iv) the party can show that it lawfully already had or that it receives in circumstances unrelated to the circumstances contemplated under these Terms; or
 - (v) is developed independently by the party without the benefit of any Confidential Information or Patient Information.

13 TERM AND TERMINATION

- (a) The Company may terminate its agreement relating to the Services with the Client in accordance with these Terms (including, without limitation, pursuant to clauses 14 and 15).
- (b) Notwithstanding any other clause of these Terms, the Client may terminate its agreement for the Company to provide such Services by providing a minimum of three (3) months' notice if:
 - (i) the Client's business has been dissolved, disposed to a third party or otherwise the client no longer conducts the business for which purpose the Goods were originally purchased;
 - (ii) the Client chooses, at its sole discretion, to either replace or otherwise remove the Goods with any other product of a similar nature; or
 - (iii) a Change of Control occurs in respect of the Client or its business (including any related entity that conducts the Client's business),and in which case it will be sole responsibility of the Client to remove or relocate such Goods at its own cost.
- (c) In the event that the Client provides a notice under clause 13(b):
 - (i) the Client agrees that all amounts paid in advance and prior to the date of issue of the notice are not refundable by the Company; and
 - (ii) the Services will be terminated at the end of the nearest whole month as determined by the Company, unless otherwise agreed between the parties.
- (d) Notwithstanding any other clause of these Terms, the Client may end this agreement immediately if any of the following events occur:
 - (i) the Company commits any material breach of these Terms, and fails to remedy such breach within 14 days after being required to do so by the Client by way of a notice in writing; or
 - (ii) the Company ceases, or indicates that it is about to cease, carrying on business,

and the parties acknowledge that the above rights of termination are in addition to any other remedies which the Client may have in law or equity.

14 DEFAULT AND COMPANY TERMINATION RIGHTS

- (a) If the Client defaults in the payment of monies on the basis set out in these Terms the Client must pay to the Company interest on any of the amounts owing due and payable, but unpaid (including interest payable under this claim but unpaid), from and including the due date for payment to the date of actual payment (as well as before judgement) and the rate of interest will be 2% above the Westpac 90 day bank bill rate as published in the Australian Financial Review, calculated with reference to the successive periods of 30 days commencing on the day following the due date for payment. Interest accrues from day to day and may be compounded by the Company at 30 day intervals.
- (b) If the Client commits a material breach of these Terms (including, without limitation, a failure to pay monies on the basis set out in these Terms), then, without limiting any other rights of the Company:
 - (i) the Client must pay to the Company all expenses, including (without limitation) reasonable legal expenses incurred by the Company in enforcing its rights under these Terms;
 - (ii) the Company may state in any notice to the Client that, unless the default is remedied, all money owing under these Terms which is not yet due for payment is now due, and if the notice of the Company is not complied with then that money becomes due; and
 - (iii) the Company may immediately terminate these Terms.
- (c) If the Client is affected by an Insolvency Event or is subject to a Change of Control, the Company may immediately terminate any agreement that it has entered into with the Client.
- (d) If the Company terminates these Terms in accordance with this clause or as otherwise provided in these Terms, the Company may, without prejudice to any other rights or remedies available to the Company, immediately cease providing the Services to the Client.

15 FORCE MAJEURE

- (a) Neither Party is liable for any failure to comply with these Terms or any agreement for the provision of Services if the failure (directly or indirectly) arises by virtue of a Force Majeure Event. If such circumstances occur, the performance of each Party's obligations in accordance with these Terms will be suspended for so long as the Force Majeure Event continues or prevails.
- (b) For the purpose of this clause a "Force Majeure Event" is an event that is taken to be beyond either party's reasonable control, including (without limitation) strikes, lock-outs, accidents, war, pandemic, fire, flood, explosion, shortage of power, breakdown of plant or machinery, shortage of raw materials from normal source of supply, act of God or any order or direction of any local, state or federal government, government authority or instrumentality.
- (c) Neither party is obliged to remedy such circumstances in respect of a Force Majeure Event.
- (d) If a Force Majeure Event continues for more than 30 days, either party may terminate these Terms by giving 5 Business Days written notice to the other party.
- (e) Nothing in this clause releases either party from any obligations to pay the other party in accordance with these Terms, or otherwise comply with these Terms.

16 SUBCONTRACTING

After giving prior written notice to the Client, the Company reserves the right to subcontract the provision of the Services provided by the Company to the Client, provided that the subcontracting does not materially affect the Services provided to the Client under these Terms.

17 PRIVACY / CREDIT REPORTING

- (a) The Company will collect information in relation to the Client for the purpose of providing the Services to the Client in accordance with these Terms, in accordance with the laws relating to the collection and disclosure of personal information under the *Privacy Act 1998* (Cth) as amended from time to time.
- (b) Where the Services are supplied to the Client on credit the Client irrevocably authorises the Company, its employees and agents to make such inquiries as the Company deems necessary to investigate the credit worthiness of the Client from time to time including (without limiting) the making of inquiries of persons nominated as trade referees, the bankers of the Client, or any other credit providers or credit reporting agencies (the **Information Sources**) and the Client hereby authorises the Information Sources to disclose to the Company such information concerning the Client which is requested by the Company.
- (c) Each party agrees to comply with all applicable privacy laws in respect of any incidental information that is accessed or disclosed to that party, including but not limited to, the bylaws for each state or territory relating to data protection and health records.

18 NOTICES

- (a) Any demand, notice, consent, approval or other communication under these Terms (**Notice**) may be made or given by a party or the solicitor for that party provided that it is in legible writing, signed and either delivered in person, posted to, or left at, the addressee's address for service, or sent by fax to the addressee's address for service.
- (b) If the Notice is delivered in person, or by being left at the addressee's address for service, it is regarded as given to the addressee upon delivery. If the Notice is sent by post it is taken to have been received two (2) Business Days from and including the date of posting by ordinary prepaid post. If the Notice is sent by fax it is taken to have been received when legibly received by the addressee, with receipt being evidenced by a report generated by the sender's machine confirming uninterrupted transmission.
- (c) A person's address for service is that set out in the order or such other document provided from time to time. If the person is a company, the person's address for service shall also be the registered address of the company.

19 GOVERNING LAW

- (a) These Terms shall be governed by and construed in accordance with the laws in force in the State.
- (b) Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in the State, and any court that may hear appeals from any of those courts, for any proceedings in connection with these Terms, and waives any right it might have to claim that those courts are an inconvenient forum.

20 WAIVER

- (a) A right of the Company may only be waived in writing, signed by the Company.
- (b) No other conduct of the Company (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right.
- (c) A waiver of a right by the Company on one or more occasions does not operate as a waiver of that right if it arises again.
- (d) The exercise of a right by the Company does not prevent any further exercise of that right or of any other right.

21 RIGHTS NOT LIMITED

Any right that either party may have under these Terms is in addition to, and does not replace or limit, any other right that each party may have.

22 SEVERABILITY

Any provision of these Terms which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make these Terms enforceable, unless this would materially change the intended effect of the Terms.

23 ASSIGNMENT

Neither party may assign, sub-contract or otherwise deal with its benefits or obligations under these Terms without the prior written consent of the other party in writing. The party's consent cannot be unreasonably withheld or delayed.

24 VARIATION

These Terms shall remain in force for the duration of the term of the agreement between the Client and the Company. The Company must provide the Client prior written notice of any changes or amendments made to these Terms to apply after the duration of these Terms. For the avoidance of any doubt, any amendment of these Terms by the Company will not apply retrospectively to any agreement that is in force between the Client and the Company and governed by these Terms at the time that the Company amends these Terms.

25 FURTHER ASSURANCES

Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by another party to give effect to these Terms.

26 FULL EFFECT

Each party will promptly and at its own cost do all things (including executing all documents) necessary or desirable to give full effect to these Terms.

27 NO PARTNERSHIP OR EMPLOYMENT

- (a) The Client acknowledges that it has no authority to bind the Company without the Company's written consent.
- (b) These Terms and any agreement between the Company and the Client relating to the Services do not create a relationship of employee and employer, partnership or joint venture between the Company and the Client.
- (c) If, despite the express intention of the parties, an employment contract is held to legally arise between the Client and the Company for the purposes of any legislation or otherwise, then the Client agrees to indemnify and keep harmless the Company from all and any employment related expenses and liabilities including but not limited to wages, superannuation, statutory entitlements, termination benefits, tax, workers' compensation and payroll tax.
- (d) To the extent that a Related Body Corporate has rights under these Terms, the Company holds those rights as trustee.

28 ENTIRE AGREEMENT

These Terms (together with any other agreement entered into between the Client and the Company relating to the Services) constitute the entire agreement between the Company and the Client and supersedes all prior representations, contracts, statements and understandings, whether verbal or in writing. In the event of a conflict, all other terms and conditions are excluded to the fullest extent permitted by law including any terms and conditions which the Client may seek to impose.