

FOR WEBSITE

BOILER PLATE PROVISIONS

1 INTERPRETATION

In this Agreement unless otherwise expressly provided:

- (a) reference to a person includes any other entity recognised by law and vice versa;
- (b) words importing the singular number include the plural number and vice versa;
- (c) words importing one gender include every gender;
- (d) any reference to any of the parties by their defined terms includes that party's executors, administrators or permitted assigns or, being a company, its successors or permitted assigns;
- (e) expressions and terms expressly defined in the Corporations Act 2001 that are also referred to in this Agreement have the same meanings as have been ascribed to them in that Act as at the date of this Agreement;
- (f) clause headings are for reference purposes only and do not affect interpretation;
- (g) the word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it;
- (h) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Agreement or any part of it;
- (i) a reference to a document or agreement including this Agreement includes a reference to that document or agreement as amended, novated, supplemented, varied or replaced from time to time;
- (j) reference to a legislation includes all regulations made under, amendments to that legislation and any legislation passed in substitution for an earlier legislation or incorporating any of its provisions;
- (k) if a day on or by which an obligation must be performed or an event must occur is not a business day, the obligation must be performed, or the event must occur on or by the next business day; and
- (l) a reference to "business day" means a day on which a bank is opened for business in the place where the Premises are located (which is not a Saturday or Sunday).

2 NOTICES

- (a) A notice, approval, consent or other communication under this Agreement must be in writing, and in the case of the Service Provider marked to the attention of "the Company Secretary" and must be delivered or sent by registered post to the registered office.
- (b) A notice may be sent by email if:
 - (i) the notice is authorised by the sender; and
 - (ii) sent to the email address advised in accordance with this Agreement, or the email address last notified by the intended recipient.
- (c) A notice, approval, consent or other communication takes effect from the time it is received, unless a later time is specified in it.
- (d) Notices will be taken to be received:
 - (i) if hand delivered during normal business hours at the time of delivery, in all other cases on the following business day;
 - (ii) in the case of a posted letter, on the third business day after posting; or
 - (iii) in the case of email, will be 'received' by the sender where, the intended recipient's information system shows that the notice has been delivered to the email address of that recipient, or the time that the notice enters an information system which is under the control of the intended recipient or the time that the notice is first opened or read by an employee or officer of the intended recipient.

3 RELATIONSHIP OF PARTIES

Nothing in this Agreement is or will be taken as constituting the relationship of agent, partnership or joint venture between the parties and the sharing risks or rewards does not result in any party becoming the agent, or representative of another party. The Service Provider performs all work under this Agreement as an independent contractor.

4 COSTS

Each party must pay its own costs in respect of this Agreement and the documents and transactions contemplated by this Agreement.

5 AMENDMENT

Any amendment or variation to this Agreement must be made in writing and signed by both parties.

6 ASSIGNMENT

Neither party may transfer or assign any of its rights under this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld.

7 SEVERANCE

If any term or condition of this Agreement or its application to any party or any circumstance is or becomes unenforceable or invalid or its operation is or becomes excluded by operation of law or otherwise, then unless that term or condition is fundamental to the operation of this Agreement the remaining terms and conditions of this Agreement will not be affected but will remain in full force and effect and will be valid and enforceable to the fullest extent permitted by law.

8 WAIVER

A power or right may only be waived if it is in writing and signed by the party to be bound by the waiver.

9 GOVERNING LAW AND JURISDICTION

This Agreement will be governed by and construed in accordance with the law of the State or Territory in which the services are performed, and if there is more than one, then NSW. Each party agrees that courts with valid jurisdiction in that State or Territory have authority to settle any claim or matter arising under this Agreement subject to the reasonable endeavours of at least one party to resolve any Dispute and each party submits to the non-exclusive jurisdiction of those courts.

10 COUNTERPARTS

This Agreement may be executed in any number of counterparts and where the law permits using electronic signatures, and provided such counterparts are signed by all parties then those counterparts taken together will constitute a binding agreement between the parties effective from the date last signed.

11 RIGHTS CUMULATIVE

The rights, remedies and powers of the parties under this Agreement are cumulative and do not exclude any other rights, remedies or powers.

12 ENTIRE AGREEMENT

This Agreement contains the entire understanding and agreement between the parties as to its subject matter. This Agreement supersedes all other oral and written communications and agreements between the parties. The parties may not be bound by any term other than stated herein.

13 FURTHER ASSURANCES

Each party agrees to take all steps, execute all documents and do everything in good faith as may be necessary or reasonably required to give full effect to the provisions of this Agreement and the transactions contemplated by it, and to refrain from doing all acts or things which are contrary to the intention of this Agreement.

14 ELECTRONIC SIGNING

Each party consents to the execution of this Agreement through electronic means and agrees that any Electronic Signature will be deemed an original signature for the purposes of this Agreement.

Where an Electronic Signature has been used to sign this Agreement, each party warrants that its Electronic Signature identifies that party and indicates that that party (or where applicable, the person or persons signing for and behalf of that party) intended to be bound by (or where applicable intended to bind that party by) the terms of this Agreement.

“**Electronic Signature**” means data in electronic form which is attached to this Agreement or logically associated with this Agreement and used to sign, including without limitation, typing a name, inserting a signature in the form of an image, via an electronic signature platform and digital signature using public key encryption technology.