

CLIENT TERMS

These Client Terms, together with any Client Form (defined in clause 1), set out the agreement (this 'Agreement') under the terms of which Brayalei Pty Ltd ACN 093 067 737 trading as Office Experts Group ABN 32 093 067 737 ('**Office Experts Group**') provides Services (defined in clause 2) to you or the company which you represent (the '**Client**').

1 CLIENT FORM, THIS AGREEMENT

- (a) These Client Terms will apply to all the Client's dealings with the Office Experts Group, including being incorporated in all agreements, Quotes or orders under which the Office Experts Group is to provide services to the Client (each a 'Client Form') together with any additional terms included in such Client Form (provided such additional terms are recorded in writing).
- (b) The Client will be taken to have accepted this Agreement if the Client:
 - (i) submits a Client Form and accepts the Quote prepared by Office Experts Group; or
 - (ii) if the Client orders, accepts or pays for any services provided by the Office Experts Group after receiving or becoming aware of this Agreement or these Client Terms.
- (c) In the event of any inconsistency between these Client Terms and any Client Form, the clauses of these Client Terms will prevail to the extent of such inconsistency.

2 SERVICES

- (a) In consideration for the payment of the fees set out in the Client Form (**Fees**), the Office Experts Group will provide the Client with the services set out in a Client Form (**Services**).
- (b) Unless otherwise agreed in writing, the Office Experts Group may, in its discretion:
 - (i) not commence work on any Services until the Client has paid any Fees or deposit payable in respect of such Services; and
 - (ii) withhold delivery of Services until the Client has paid an invoice in respect of any Services, including invoices for previous Services that have already been provided.
- (c) Office Experts Group agrees to provide the Services in accordance with:
 - (i) these Client Terms;
 - (ii) the standard expected of a skilled information technology professional acting in a safe and competent manner (**Service Standard**);
 - (iii) all applicable laws, regulations, by-laws, condition of any authorisation and any decision, directive, guideline or requirement of a government agency relevant to the provision of the Services (**Applicable Laws**);
 - (iv) the scope of Services to be provided by Office Experts Group to the Client, as described in the Quote provided to the Client (**Agreed Scope**); and
 - (v) any reasonable direction of the Client.
- (d) Office Experts Group agrees to provide updates to the Client regarding the provision of the Services (including in respect of 'work in progress') upon reasonable request of the Client.

3 CLIENT OBLIGATIONS

3.1 PROVIDE INFORMATION AND LIAISON

- (a) The Client must provide the Office Experts Group with all documentation, information and assistance reasonably required for the Office Experts Group to perform the Services.
- (b) The Client agrees to liaise with the Office Experts Group as it reasonably requests for the purpose of enabling the Office Experts Group to provide the Services.
- (c) The Client must provide the Office Experts Group with access to the Client's systems and resources, to the extent deemed reasonably necessary and appropriate by the Office Experts Group in respect of the provision of the Services.
- (d) The Client agrees to take any other reasonably necessary step to allow the Office Experts Group to provide the Services to the Client, including without limitation, signing or executing any documents or declarations reasonably requested by Office Experts Group in order to ensure that Office Experts Group can continue to provide the Services.

3.2 ACCESS

- (a) The Client must allow the Office Experts Group access to any premises, or required areas of any premises reasonably necessary for the Office Experts Group to provide the Services (**Premises**).
- (b) The Client must give the Office Experts Group remote access to the Client's systems where required to deliver the Services.
- (c) The Client must conduct or facilitate any inductions, training or supervision or other requirements of the Premises, so that the Office Experts Group has full access to carry out the Services.
- (d) Where the Office Experts Group is unable to gain access to the Premises or remote access to the Client's systems due to the Client's non-compliance with this clause, omission, fault or otherwise, it is the Client's responsibility to reschedule any Services and the Office Experts Group reserves the right to claim any expenses including travel and lost income and to charge this to the Client as an expense under this Agreement.
- (e) The Client warrants that the Premises are safe for the Office Experts Group to enter and perform the Services including, where applicable, complying with any relevant occupational health and safety legislation and requirements.

3.3 COMPLIANCE WITH LAWS

The Client warrants that it will not by receiving or requesting the Services, or otherwise during any Project Period:

- (a) breach any Applicable Laws;
- (b) do anything which may cause the Office Experts Group to breach any Applicable Law;
- (c) breach the direction of any government department or authority; or
- (d) infringe the Intellectual Property Rights or other rights of any third party or breach any duty of confidentiality.

4 CLIENT MATERIALS

4.1 CLIENT MATERIALS

The Client warrants that all information, documentation and other Material (defined in clause 11) it provides to the Office Experts Group for the purpose of receiving the Services, including financial records and information regarding its systems, procedures and all other materials relating to compliance, is complete, accurate and up-to-date.

4.2 RELEASE

The Client releases the Office Experts Group from all liability in relation to any loss or damage arising out of or in connection with the Services, to the extent such loss or damage is caused or contributed to by information, documentation or any other Material provided by the Client being incomplete, inaccurate or out-of-date.

5 TIMING

- (a) In the course of the Office Experts Group performing the Services, the parties may agree a schedule for providing Services and/or Milestones, including estimated dates of completion, deadlines or schedules (**Schedules**).
- (b) The Office Experts Group will use its best efforts to meet these Schedules, however these are subject to change if unforeseen complexities arise. In these cases, the Office Experts Group will use its best efforts to minimise the impact of such changes.
- (c) The Office Experts Group reserves the right to revise Schedules in the event that a delay is caused by the Client's failure to provide:
 - (i) timely feedback or other information; or
 - (ii) Materials reasonably requested by the Office Experts Group in order to perform the Services.

6 QUOTE

6.1 OFFICE EXPERTS GROUP TO PROVIDE QUOTE

- (a) Upon reasonable request by the Client, the Office Experts Group may provide a Quote for the provision of Services (**Quote**).
- (b) The Quote will be prepared having regard to the scope requested by the Client and accepted by the Office Experts Group (**Proposed Scope**).
- (c) The Quote may be either (at the discretion of the Office Experts Group):
 - (i) an estimate of fees having regard to the Proposed Scope (**Fee Estimate**), in which case Office Experts Group agrees to use reasonable efforts to meet the pricing set out in the Quote, however the Client agrees that there may be circumstances in which the amount invoiced by Office Experts Group may exceed the Quote; or
 - (ii) a fixed estimate of costs prepared having regard to the Proposed Scope (**Fixed Price Quote**), in which case Office Experts Group agrees to cap its fees for the provisions of the Services at the Fixed Price Quote amount, unless there is any change to the Proposed Scope.
- (d) The Client acknowledges and agrees that if the Proposed Scope changes (due to changes within or outside the control of the Client or the Office Experts Group), then:
 - (i) any previously provided Quote will not be valid and the Office Experts Group will provide the Client with a new Quote for the revised Proposed Scope;
 - (ii) the Client may be required to pay additional fees for changes to Services; and
 - (iii) unless otherwise agreed in writing, the Office Experts Group may at its discretion extend or modify any delivery schedule or deadlines for the Services as may be reasonably required by such changes.

7 PAYMENT

7.1 FEES

- (a) Office Experts Group may request the Client pay up to 100% of the Fee Estimate or Fixed Price Quote to Office Experts Group prior to commencement of the Services (**Up Front Payment**).
- (b) If Office Experts Group requires an Up Front Payment, the Client acknowledges that Office Experts Group will not commence provision of the Services until Office Experts Group has received the Up Front Payment.
- (c) Unless otherwise agreed between the parties in writing or specified by Office Experts Group in a Quote, all other fees payable under this agreement will be invoiced to the Client monthly in arrears

7.2 TIME FOR PAYMENT

Unless otherwise agreed in the Client Form or in writing:

- (a) if the Office Experts Group issues an invoice to the Client, payment must be made by the time(s) specified in such invoice; and
- (b) in all other circumstances, the Client must pay for goods and services within 30 days of receiving an invoice for amounts payable.

7.3 PAYMENT METHOD

The Client must pay Fees using the fee payment method specified in the relevant invoice provided to the Client.

7.4 EXPENSES

- (a) Unless otherwise agreed in writing:
 - (i) the Client will bear any out-of-pocket expenses incurred by Office Experts Group in providing the Services, including without limitation all travel accommodation and other expenses (**Expenses**); and
 - (ii) any third-party costs incurred by the Office Experts Group in the course of performing the Services may be billed to the Client, unless specifically otherwise provided for in the Client Form (**Third Party Costs**).
- (b) Any Expenses or Third Party Costs incurred by the Office Experts Group will be invoiced to the Client on a monthly basis in arrears, unless otherwise agreed in writing by the parties.
- (c) If any Expenses or Third Party Costs are expressly incorporated into a Fixed Price Quote by the Office Experts Group, then the Client will not be responsible for any of those expressly incorporated Expenses or Third Party Costs.

7.5 LATE PAYMENT

If the Client does not pay an amount due under this Agreement on or before the date it is due:

- (a) the Office Experts Group may immediately cease providing the Services;
- (b) retain any items/equipment purchased by the Office Experts Group on behalf of the Client;
- (c) Office Experts Group will retain ownership of all Intellectual Property to which the Client would otherwise be entitled to under this Agreement until all amounts owed to Office Experts Group are paid in full;
- (d) the Office Experts Group may seek to recover the amount due by referring the matter to a debt collection agency (in which case the Client acknowledges and agrees that the Office Experts Group may disclose to its debt collection agent(s) any personal information in the Office Experts Group's possession that a debt collection agent reasonably requests in order to recover any overdue amounts from the Client);

- (e) without limiting any of the Office Experts Group's other rights under these terms, the Client must pay the Office Experts Group interest at the rate of 2% per month, on each amount outstanding, accruing daily from the due date for payment to the date on which payment (in full) is received by the Office Experts Group; and
- (f) the Client must reimburse the Office Experts Group for any costs it incurs, including any legal costs or debt recovery costs in recovering the amount due or enforcing any of its rights under this Agreement.
- (g) the Office Experts Group may:
 - (i) obtain a copy of the Client's credit report to assess the creditworthiness of the Client; and/or
 - (ii) report the default to a credit reporting body
- (h) The Office Experts Group will not be liable for any loss, damage, disadvantage or harm that the Client may suffer as a result of the Office Experts Group deciding not to continue to perform any further Services for the Client in accordance with clause 7.5.

7.6 GST

- (a) Capitalised terms used in this clause that are not otherwise defined in these Client Terms have the meaning given to them in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (**GST Act**).
- (b) Unless otherwise stated in these Client Terms or a Quote, any amounts described in this agreement are exclusive of GST.
- (c) If a Supply under these Terms is subject to GST, the Recipient must pay to the Supplier an additional amount equal to the amount of any payment in connection with the Supply multiplied by the applicable GST rate.
- (d) The Supplier for any Taxable Supply under these Terms must deliver to the Recipient a Tax invoice that complies with all of the requirements of the GST Act prior to any obligation arising on the Recipient to pay the consideration for a Taxable Supply.
- (e) The additional amount is payable at the same time as the consideration for the Supply is payable or is to be provided. However, the additional amount need not be paid until the Supplier gives the recipient a Tax Invoice.
- (f) If the amount of GST payable on Supplies under these Terms changes because of an Adjustment Event, the parties must do all things necessary to ensure that the Adjustment Event is appropriately recognised, including the issue of an Adjustment Note if required under the GST Act.

7.7 CARD SURCHARGES

The Office Experts Group reserves the right to charge credit card surcharges in the event payments are made using a credit, debit or charge card (including Visa, MasterCard or American Express).

8 ACCREDITATIONS

Unless otherwise agreed in writing:

- (a) all displays or publications of any deliverables provided to the Client as part of the Services must, if requested by the Office Experts Group, bear an accreditation and/or a copyright notice including the Office Experts Group's name in the form, size and location as directed by the Office Experts Group; and
- (b) the Office Experts Group retains the right to describe the Services and reproduce, publish and display the deliverables in the Office Experts Group's portfolios and websites for the purposes of recognition or professional advancement, and to be credited with authorship of the Services and deliverables in connection with such uses.

9 THIRD PARTY GOODS AND SERVICES

- (a) Any Service that requires the Office Experts Group to acquire goods and services supplied by a third party on behalf of the Client may be subject to the terms & conditions of that third party (**Third Party Terms**), including 'no refund' policies.
- (b) The Client agrees to any Third Party Terms applicable to any goods and services supplied by a third party that the Client or the Office Experts Group acquires as part of the Services and the Office Experts Group will not be liable for any loss or damage suffered by the Client in connection with such Third Party Terms.

10 CONFIDENTIALITY

- (a) Except as contemplated by this Agreement, each party must not, and must not permit any of its officers, employees, agents, contractors or related companies to, use or disclose to any person any confidential information disclosed to it by the other party without its prior written consent.
- (b) This clause 10 does not apply to:
 - (i) information which is generally available to the public (other than as a result of a breach of this Agreement or another obligation of confidence);
 - (ii) information required to be disclosed by any law; or
 - (iii) information disclosed by the Office Experts Group to its subcontractors, employees or agents for the purposes of performing the Services or its obligations under this Agreement.

11 INTELLECTUAL PROPERTY

11.1 DEFINITIONS

For the purposes of this Agreement:

- (a) "**Client Content**" means any Material supplied by the Client to the Office Experts Group under or in connection with this Agreement, including any Intellectual Property Rights attaching to that Material.
- (b) "**Office Experts Group IP**" means all Material owned or licensed by the Office Experts Group (that is not Developed IP) and any Intellectual Property Rights attaching to that Material.

"**Developed IP**" means the Material produced by the Office Experts Group in the course of providing the Services, either alone or in conjunction with the Client or others, and any Intellectual Property Rights attaching to that Material, but does not include any source code or tools which are used or developed to provide the Services, or any developed Materials to which the Office Experts Group do not have a legal right of ownership.
- (c) "**Intellectual Property Rights**" means any and all present and future intellectual and industrial property rights throughout the world (whether registered or unregistered), including copyright, trade marks, designs, patents, moral rights, semiconductor and circuit layout rights, trade, business, company and domain names, and other proprietary rights, trade secrets, know-how, technical data, confidential information and the right to have information kept confidential, or any rights to registration of such rights (including renewal), whether created before or after the date of this Agreement.
- (d) "**Material**" means tangible and intangible information, documents, reports, drawings, designs, software (including source and object code), inventions, concepts, data and other materials in any media whatsoever.

11.2 CLIENT CONTENT

- (a) The Client grants to the Office Experts Group (and its subcontractors, employees and agents) a non-exclusive, royalty free, non-transferable, worldwide and irrevocable licence to use the Client Content to the extent reasonably required to perform any part of the Services.

- (b) The Client:
 - (i) warrants that the Office Experts Group's use of Client Content as contemplated by this Agreement will not infringe any third-party Intellectual Property Rights; and
 - (ii) will indemnify the Office Experts Group from and against all losses, claims, expenses, damages and liabilities (including any taxes, fees or costs) which arise out of such infringement or a claim of such an infringement.

11.3 DEVELOPED IP

- (a) All Developed IP will be solely and exclusively owned by the Client.
- (b) The Client grants to the Office Experts Group a non-exclusive, royalty free, non-transferable and irrevocable licence to use Developed IP to the extent required for the Office Experts Group to deliver the Services.

11.4 OFFICE EXPERTS GROUP IP

- (a) The Office Experts Group grants to the Client a non-exclusive, royalty free, non-transferable and revocable licence to use Office Experts Group IP to the extent required for the Client to use, enjoy the benefit of or exploit the Services.
- (b) Unless otherwise agreed in writing by the Office Experts Group or in this clause 11.4, the Client will not acquire Intellectual Property Rights in any Office Experts Group IP under this Agreement or as part of receiving the Services.

12 WARRANTIES

- (a) To the maximum extent permitted by applicable law, all express or implied representations and warranties not expressly stated in this agreement are excluded.
- (b) Nothing in this agreement is intended to limit the operation of the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth) (**ACL**). Under the ACL, you may be entitled to certain remedies (like a refund, replacement or repair) if there is a failure with the goods or services we provide.

13 LIABILITY

- (a) **(Limitation of liability)** To the maximum extent permitted by applicable law, the maximum aggregate liability of the Office Experts Group to the Client in respect of loss or damage sustained by the Client under or in connection with this Agreement is limited to the total Fees paid to the Office Experts Group by the Client as at the date of the first event giving rise to the relevant liability.
- (b) **(Indemnity)** The Client agrees at all times to indemnify and hold harmless the Office Experts Group and its officers, employees, agents and contractors ("those indemnified") from and against any loss (including reasonable legal costs) or liability incurred or suffered by any of those indemnified where such loss or liability was caused or contributed to by the Client or the Client's officers', employees', agents' or contractors':
 - (i) breach of any term of this Agreement (including the failure to pay any amounts owed to the Office Experts Group);
 - (ii) negligent, fraudulent or criminal act or omission; or
 - (iii) any reputational damage to the business or brand associated with Office Experts Group that is caused by the Client.
- (c) **(Consequential loss)** The Office Experts Group will not be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with this Agreement or any goods or services provided by the Office Experts Group, except to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth) or any other applicable law.

14 SUBCONTRACTING

The Office Experts Group may subcontract any aspect of providing the Services and the Client hereby consents to such subcontracting.

15 TERMINATION

15.1 MUTUAL RIGHT TO TERMINATE FOR CONVENIENCE

Either party may terminate this Agreement for convenience at any time by providing 7 days' written notice to the other party, however The Office Expert Group maintains the right to terminate this Agreement in whole or in part immediately by written notice if:

- (a) the Client is in breach of any term of this Agreement; or
- (b) the Client becomes subject to any form of insolvency or bankruptcy administration.

15.2 EFFECT OF TERMINATION

Upon termination of this Agreement, the Client must promptly pay (at the Office Experts Group's request):

- (a) any payments required by the Office Experts Group to third party suppliers or Office Experts Groups to discontinue their work; and
- (b) the Office Experts Group's standard fees (and any Expenses or Third Party Costs) in relation to work already performed.

15.3 SURVIVAL

Any clause that by its nature would reasonably be expected to be performed after the termination or expiry of this Agreement will survive and be enforceable after such termination or expiry, which for the avoidance of doubt includes but is not limited to clauses 3, 4, 7, 10, 11, 13 and 16.

16 DISPUTE RESOLUTION

16.1 GENERAL

- (a) A party that requires resolution of a dispute which arises under or in connection with this agreement must give the other party or parties to the dispute written notice containing reasonable details of the dispute and requiring its resolution under this clause (**Dispute Notice**).
- (b) The Client must not leave a public rating or review of the Office Experts Group or commence proceedings during the negotiation or mediation process outlined in this clause.

16.2 MEDIATION

- (a) Once the Dispute Notice has been given, each party to the dispute must then use its best efforts to resolve the dispute in good faith.
- (b) If the dispute is not resolved within a period of 14 days after the date of the notice, a party may by notice to the other party or parties to the dispute refer the dispute for mediation by the Australian Disputes Centre (the ADC) in accordance with the ADC Guidelines for Commercial Mediation operating at the time the matter is referred to the ADC (**Guidelines**). The terms of the Guidelines are hereby deemed incorporated into this agreement.
- (c) If the dispute is not resolved within 28 days after the appointment of the mediator any party may take legal proceedings to resolve the dispute.

17 CREDIT TERMS

17.1 GENERAL

This clause 17 applies where the Office Experts Group provides the Services in advance of payment (or Credit Terms are requested in the Order Form, or otherwise in writing by the Client).

17.2 CREDIT LIMIT

- (a) The Office Experts Group is not obliged to provide any further Services for the Applicant once the Credit Limit has been reached.
- (b) The Office Experts Group may, at its option, provide further Services for the Client, where to do so will result in the Credit Limit being exceeded and the Client agrees that the Office Experts Group is expressly authorised to provide those Services and this Agreement will continue to apply in full to all monies owing.
- (c) The Office Experts Group is under no obligation to advise the Client when the Credit Limit has been reached or exceeded.

17.3 RIGHT TO REFUSE FURTHER CREDIT OR VARY THE CREDIT LIMIT

The Office Experts Group may at any time, and without any liability to the Client, for any reason whatsoever:

- (a) vary the Credit Limit of the Client to increase or decrease the Credit Limit (by providing the Client with at least 24 hours' notice); or
- (b) refuse further credit to the Client.

18 PRIVACY AND CREDIT CHECK AUTHORISATIONS

- (a) The Office Experts Group is bound by the privacy principles contained under the *Privacy Act 1988* (Cth) (**Privacy Act**). The Office Experts Group's privacy policy is available at its website: www.officeexperts.com.au.
- (b) The Client must ensure that any personal information it gives the Office Experts Group is given with the consent of the person to whom it relates. Office Experts Group may use and disclose this information as required in relation to the Services that it provides, and in accordance with its privacy policy.
- (c) If Office Experts Group provides the Services in advance of payment (or Credit Terms are requested in the Order Form or otherwise in writing by the Client), then:
 - (i) the Office Experts Group may, in its sole discretion, liaise with third party providers to obtain a credit search and credit history of the Client and the Client agrees to cooperate with Office Experts Group in respect of any such credit check;
 - (ii) the Client authorises the Office Experts Group (as a Credit Provider, as that term is described in the Privacy Act) to give and obtain from another credit provider a report or information about my/our credit worthiness, credit standing, credit history and credit capacity that credit providers are lawfully permitted to give or receive from one another under the Privacy Act;
 - (iii) the Client acknowledges that information obtained by the Office Experts Group may be given or obtained by the Office Experts Group for the purposes of:
 - (A) assessing the Client's application for credit; and
 - (B) the collection of payments that are overdue.

19 NOTICES

A notice or other communication to a party under this agreement must be:

- (a) in writing and in English; and

- (b) delivered via email to the other party, to the email address specified in this agreement, or if no email address is specified in this agreement, then the email address most regularly used by the parties to correspond for the purposes of the subject matter of this agreement as at the date of this agreement (**Email Address**). The parties may update their Email Address by notice to the other party.
- (c) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party's Email Address, notice will be taken to be given:
 - (i) 24 hours after the email was sent, unless that falls on a Saturday, Sunday or a public holiday in the state or territory whose laws govern this Agreement, in which case the notice will be taken to be given on the next occurring Business Day in that state or territory; or
 - (ii) when replied to by the other party,whichever is earlier.

20 FORCE MAJEURE

- (a) The Office Experts Group will not be liable for any delay or failure to perform its obligations under this agreement if such delay or failure arises out of an event beyond its reasonable control (**Force Majeure**).
- (b) If an event of Force Majeure occurs, the Office Experts Group must use reasonable endeavours to notify the Client of:
 - (i) reasonable details of the Force Majeure; and
 - (ii) so far as is known, the probable extent to which the Office Experts Group will be unable to perform or be delayed in performing its obligations under this agreement.
- (c) Relevant obligations of the Office Experts Group will be suspended during the Force Majeure to the extent that it is affected by the Force Majeure.
- (d) The Office Experts Group must use its best endeavours to overcome or remove the Force Majeure as quickly as possible.

21 GENERAL

21.1 GOVERNING LAW AND JURISDICTION

This agreement is governed by the law applying in New South Wales, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

21.2 BUSINESS DAYS

If the day on which any act is to be done under this agreement is a day other than a Business Day, that act must be done on or by the immediately following Business Day except where this agreement expressly specifies otherwise.

21.3 AMENDMENTS

This agreement may only be amended in accordance with a written agreement between the parties.

21.4 WAIVER

No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing.

21.5 SEVERANCE

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.

21.6 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

21.7 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

21.8 COUNTERPARTS

This agreement may be executed in any number of counterparts. Each counterpart constitutes an original of this agreement and all together constitute one agreement.

21.9 COSTS

Except as otherwise provided in this agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this agreement.

21.10 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.

21.11 INTERPRETATION

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (c) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) **(person)** a reference to "person" or "you" includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (e) **(party)** a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (f) **(this agreement)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this agreement, and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;
- (g) **(document)** a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (h) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (i) **(includes)** the word "includes" and similar words in any form is not a word of limitation;
- (j) **(adverse interpretation)** no provision of this agreement will be interpreted adversely to a party because that party was responsible for the preparation of this agreement or that provision; and
- (k) **(currency)** a reference to \$, or "dollar", is to Australian currency, unless otherwise agreed upon in writing.