SAAS AGREEMENT

SECTION B: GENERAL TERMS

1   INTERPRETATION

1.1   **Definitions:** In the Agreement, the following terms have the stated meaning:

Term	Meaning
Added Services	any function, tool or service accessible through the SaaS Service which: a) has not been developed by the Supplier; and/or b) is not offered to the Client under this Agreement.
Agreement	this Agreement, including all sections, schedules and annexures
Array Software	the SaaS Service owned by the Supplier and licensed to the Client.
Confidential Information	the terms of the Agreement and any information that is not public knowledge and that is obtained from the other party in the course of, or in connection with, the Agreement. The Supplier's Confidential Information includes Intellectual Property owned by the Supplier (or its licensors), including the Array Software. The Client's Confidential Information includes the Data.
Data	all data, content, and information (including Personal Information) owned, held, used or created by or on behalf of the Client that is stored in or by using the Array Software.
End Date	the end date set out in the Key Details.
Fees	the fees set out in the Key Details.
Force Majeure	an event that is beyond the reasonable control of a party, such as a natural disaster, act of God, telecommunications or Internet failure, excluding: ➢ an event to the extent that it could have been avoided by a party taking reasonable steps or reasonable care; or ➢ a lack of funds for any reason.
Intellectual Property Rights	includes copyright and all rights existing anywhere in the world conferred under statute, common law or equity relating to inventions (including patents), registered and unregistered trademarks, patents and designs, circuit layouts, data and databases, confidential information, know-how, and all other rights resulting from intellectual activity. **Intellectual Property** has a consistent meaning, and includes any enhancement, modification or derivative work of the Intellectual Property.
Key Details	the Agreement specific details set out in Section A of the Agreement.
Objectionable	includes being objectionable, defamatory, obscene, harassing, threatening, harmful, or unlawful in any way.
Payment Terms	the payment terms set out in the Key Details.

Permitted Users	those personnel of the Client who are authorised to access and use the Services on the Client's behalf in accordance with clause 3.3.
Personal Information	has the meaning given in the Privacy Act 1988 (Cth).
Property	any premises:

a) forming part of the Retirement Village(s);
b) which is available for use, occupancy, lease or licence to Residents under any strata title, lease, licence or other similar agreement;

whether used, occupied and/or leased by a Resident or not.

Related Services	any related service described in the Key Details and any further services that the Supplier agrees to provide to the Client under the Agreement, other than the Added Services.
Resident	any resident of the Retirement Village(s).
Retirement Village(s)	the retirement village(s) owned, operated and/or managed by the Client.
SaaS Service	the software-as-a-service platform operated by the Supplier from which Services may be accessed by Users. The SaaS Service is described in more detail on the Website, as updated from time to time.
Services	the services to be provided by the Supplier to the Client being access to a web-based software Platform and associated databases. Including the functions, tools and services set out under Schedule A.
Start Date	the start date set out in the Key Details.
Underlying Systems	the Array Software, information technology solutions, systems and networks (including software and hardware) used to provide the Services, including any third-party solutions, systems and networks.
Website	the Internet site at the domain set out in the Key Details, or such other site notified to the Client by the Supplier.
Year	a 12-month period starting on the Start Date or the anniversary of that date.

1.2 **Interpretation:** In the Agreement:

a   clause and other headings are for ease of reference only and do not affect the interpretation of the Agreement;

b   words in the singular include the plural and vice versa;

c   a reference to:

i   a **party** to the Agreement includes that party's permitted assigns;

ii   **personnel** includes officers, employees, contractors and agents of a party;

iii   a **person** includes an individual, a body corporate, an association of persons (whether corporate or not), a trust, a government department, or any other entity;

iv   **including** and similar words do not imply any limit; and

v   a statute includes references to regulations, orders or notices made under or in connection with the statute or regulations and all amendments, replacements or other changes to any of them;

d   no term of the Agreement is to be read against a party because the term was first proposed or drafted by that party;

e   all reference to dates and times are to Melbourne, Australia time;

f   all references to "$" and "dollars" are to the lawful currency of Australia unless otherwise specified;

g   if a payment or other act is required by this document to be made or done on a day which is not a Business Day, the payment or act must be made or done on the next following Business Day;

h   specifying anything 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.

2 SERVICES

General: In consideration of payment of the Fees, the Supplier agrees to provide the Services to the Client in accordance with the terms of this Agreement

2.1 **Supplier Obligations:** The Supplier must use reasonable efforts to provide the Services:

a   in accordance with the Agreement and Australian law;

b   exercising reasonable care, skill and diligence; and

c   using suitably skilled, experienced and qualified personnel.

2.2 **Non-exclusive:** The Supplier's provision of the Services to the Client is non-exclusive. Nothing in the Agreement prevents the Supplier from providing the Services to any other person.

2.3 **Availability:**

a   The Supplier will use reasonable efforts to ensure the SaaS Service is available on a 24/7 basis. However, it is possible that on occasion the SaaS Service may be unavailable to permit maintenance or other development activity to take place, or in the event of Force Majeure. The Supplier will use reasonable efforts to publish on the Website and/or notify you by email advance details of any unavailability or scheduled maintenance.

2.4 **Added Services and Related Services:**

a   The Supplier may, from time to time, make available:

     i   Added Services; and/or

     ii   Related Services.

b   At the request of the Client and subject to the Client paying any applicable costs or fees and/or entering into any additional agreement required by the Supplier, the Supplier may provide to the Client an Added Service or Related Service. Costs and fees for Additional Services and Related Services will be determined by the Supplier in its absolute discretion.

c   Nothing in this clause 2.4 prevents the Supplier from updating and/or improving the functionality of any Service or the SaaS Service in general from time to time.

d   The Services may not otherwise be amended or varied during the term of the Agreement.

e   For the avoidance of doubt, the Supplier is under no obligation to accept any request to add or vary the Services.

3   CLIENT OBLIGATIONS

3.1   **General use:** The Client and its Personnel must:

a   use the Services in accordance with the Agreement solely for:

i   the Client's own internal business purposes to capture new enquiries and analyse the database of current enquiries;

ii   the purpose for which the SaaS Service is intended; and

iii   in compliance with Australian laws (including the *Spam Act 2003* (Cth) and *Privacy Act 1988* (Cth)*);* and

b   not resell, licence or make available the Services to any third party, or otherwise commercially exploit the Services; and

c   inform the Supplier as soon as practicable if the Client increases the number of Properties available at the Retirement Village(s), in which case the Client authorises the Supplier to increase any fee calculated on a per Property basis accordingly.

3.2   **Access conditions:** When accessing the SaaS Service, the Client, Permitted Users and its personnel must:

a   not impersonate another person or misrepresent authorisation to act on behalf of others or the Supplier;

b   not attempt to undermine the security or integrity of the Underlying Systems;

c   not use, or misuse, the SaaS Service in any way which may impair the functionality of the Underlying Systems or impair the ability of any other user to use the SaaS Service;

d   not attempt to view, access or copy any material or data other than:

i   that which the Client is authorised to access; and

ii   to the extent necessary for the Client and its personnel to use the SaaS Service in accordance with this Agreement;

e   not attempt to reverse engineer or imitate the SaaS Service in any matter;

f   neither use the SaaS Service in a manner, nor transmit, input or store any Data, that breaches any third party rights or the Supplier's rights (including Intellectual Property Rights and privacy rights) or is Objectionable, incorrect or misleading; and

g   comply with any terms of use on the Website, as updated from time to time by the Supplier.

3.3   **Personnel:**

a   No individual other than a Permitted User may access or use the SaaS Service.

b   The Client may authorise any member of its personnel to be a Permitted User, in which case the Client will provide the Supplier with the Permitted User's name and other information that the Supplier reasonably requires in relation to the Permitted User.

c   The Client must procure each Permitted User's compliance with this Agreement and any other reasonable condition notified by the Supplier to the Client.

d   A breach of any term of the Agreement by the Client's personnel (including, to avoid doubt, a Permitted User) is deemed to be a breach of the Agreement by the Client.

3.4   **Authorisations:** The Client is responsible for procuring all licences, authorisations and consents required for it and its Permitted Users to use the Services, including to use, store and input Data into, and process and distribute Data through, the Services.

3.5 **Data Authorisation**

   a   By using the SaaS Service to collect, use, store, communicate, input or process ("**Process**") Data, the Client warrants that it has procured all necessary licences, authorisations, permissions and consents ("**Authorisations**") from the relevant parties to Process the Data using the SaaS Service.

   b   The Client is responsible for procuring, keeping and maintaining all Authorisations required for it and its Personnel to use the Services and Process the Data.

3.6 **Required insurance**

   a   The Client agrees to hold and maintain the insurances relevant or required by law, against such losses and risks and in such amounts as are customary and reasonable for the Client.

   b   The Client must maintain all insurances required under this Agreement.

   c   Upon request by the Supplier, a certificate of currency of insurance must be provided by the Client to the Supplier.

4   DATA

4.1 **Supplier access to Data:**

   a   The Client acknowledges that:

   i   the Supplier may require access to the Data to provide the SaaS Service, conduct maintenance and otherwise exercise its rights and perform its obligations under the Agreement; and

   ii   to the extent that this is necessary but subject to clause 7, the Supplier may authorise a member or members of its personnel to access the Data for this purpose.

   b   The Client must arrange all consents and approvals that are necessary for the Supplier to access the Data as described in clause 4.1a.

4.2 **Analytical Data**: The Client acknowledges and agrees that:

   a   the Supplier may:

   i   use Data and information about the Client's use of the Services to generate anonymised and aggregated statistical and analytical data (**Analytical Data**); and

   ii   use Analytical Data for the Supplier's internal research and product development purposes and to conduct statistical analysis and identify trends and insights.

   b   the Supplier's rights under clause 4.2a above will survive termination of expiry of the Agreement; and

   c   title to and ownership in all Intellectual Property Rights and Analytical Data is and remains the Supplier's property.

4.3 **Agent:**

   a   The Client acknowledges and agrees that to the extent Data contains Personal Information, in collecting, holding and processing that information through the Services, it must comply with the *Privacy Act 1988* (Cth).

   b   The Client must obtain all necessary consents from the relevant individual to enable the Client and the Supplier to collect, use, hold and process Personal Information.

4.4 **Backups of Data:** While the Supplier will take standard industry measures to back up all Data stored using the Services, the Client agrees to keep a separate back-up copy of all Data uploaded by it onto the SaaS Service.

5 FEES

5.1 **Fees:**

    a   The Client must pay to the Supplier the Fees as and when due and in accordance with the Payment Terms.

5.2 **Invoicing and payment:**

    a   The Supplier will provide the Client with valid GST tax invoices on the dates set out in the Payment Terms, or if there are none, monthly in arrears for the Fees due in the previous month.

    b   Any fee payable under this Agreement, including the Fee, is in Australian Dollars and excludes GST unless otherwise stated.

    c   The Client must pay the Fees:

        i   on the dates set out in the Payment Terms, or if there are none, by the 7th of the month following the date of invoice; and

        ii   electronically in cleared funds without any set off or deduction.

5.3 **Overdue amounts:** The Supplier may charge interest on overdue amounts. Interest will be calculated from the due date to the date of payment (both inclusive) at an annual percentage rate equal to the corporate overdraft reference rate (monthly charging cycle) applied by the Supplier's primary trading bank as at the due date (or, if the Supplier's primary trading bank ceases to quote that rate, then the rate which in the opinion of the bank is equivalent to that rate in respect of similar overdraft accommodation expressed as a percentage) plus 2% per annum.

6 INTELLECTUAL PROPERTY

6.1 **Ownership:**

    a   Subject to clause 6.1b, title to, and all Intellectual Property Rights in, the Services, the Website, and all Underlying Systems is and remains the property of the Supplier. The Client must not contest or dispute that ownership, or the validity of those Intellectual Property Rights.

    b   Title to, and all Intellectual Property Rights in, the Data remains the property of the Client. The Client grants the Supplier a worldwide, non-exclusive, fully paid up, transferable, irrevocable licence to use, store, copy, modify, make available and communicate the Data for any purpose in connection with the exercise of its rights and performance of its obligations in accordance with the Agreement during the term of the Agreement. Following the End Date, the Supplier may destroy the Data on request however the Client acknowledges and agrees that there may be some remnants of Data (however such Data will not be identifiable).

6.2 **Feedback:** If the Client provides the Supplier with ideas, comments or suggestions relating to the Services or Underlying Systems (together **Feedback**):

    a   the Client assigns all Intellectual Property Rights in the Feedback to the Supplier; and

    b   all Intellectual Property Rights in that feedback, and anything created as a result of that feedback (including new material, enhancements, modifications or derivative works), are owned solely by the Supplier; and

    c   the Supplier may use or disclose the Feedback for any purpose.

7 CONFIDENTIALITY

7.1 **Security:** Each party must, unless it has the prior written consent of the other party:

a   keep confidential at all times the Confidential Information of the other party;

b   effect and maintain adequate security measures to safeguard the other party's Confidential Information from unauthorised access or use; and

c   disclose the other party's Confidential Information to its personnel or professional advisors only as strictly required and, in that case, ensure that any personnel or professional advisor to whom it discloses the other party's Confidential Information is aware of, and complies with, the provisions of clauses 7.1a and 7.1b.

7.2 **Permitted disclosure:** The obligation of confidentiality in clause 7.1 does not apply to any disclosure or use of Confidential Information:

a   for the purpose of performing the Agreement or exercising a party's rights under the Agreement;

b   required by law (including under the rules of any stock exchange);

c   which is publicly available through no fault of the recipient of the Confidential Information or its personnel;

d   which was rightfully received by a party to the Agreement from a third party without restriction and without breach of any obligation of confidentiality; or

e   by the Supplier if required as part of a *bona fide* sale of its business (assets or shares, whether in whole or in part) to a third party, provided that the Supplier enters into a confidentiality agreement with the third party on terms no less restrictive than this clause 7.

8 WARRANTIES

8.1 **Mutual warranties:** Each party warrants that it has full power and authority to enter into and perform its obligations under the Agreement which, when signed, will constitute binding obligations on the warranting party.

8.2 **No implied warranties:** To the maximum extent permitted by law:

a   the Supplier's warranties are limited to those set out in the Agreement, and all other conditions, guarantees or warranties whether expressed or implied by statute or otherwise are expressly excluded and, to the extent that they cannot be excluded, liability for them is limited to the cost of resupplying the Services; and

b   Except as required by law, the Supplier makes no representation concerning the quality of the Services and does not promise that the Services will:

i   meet the Client's requirements or be suitable for a particular purpose, including that the use of the Services will fulfil or meet any statutory role or responsibility of the Client; or

ii   be secure, free of viruses or other harmful code, uninterrupted or error free.

8.3 **Limitation of remedies:** Where legislation or rule of law implies into the Agreement a condition or warranty that cannot be excluded or modified by contract, the condition or warranty is deemed to be included in the Agreement. However, the liability of the Supplier for any breach of that condition or warranty is limited, at the Supplier's option, to:

a   supplying the Services again; and/or

b   paying the costs of having the Services supplied again.

9 LIABILITY

9.1 **Indemnity:** The Client indemnifies the Supplier against any liability, claim, proceeding, cost, expense (including the legal costs) and loss of any kind arising from or in connection with:

  a   anything (including damage, loss, injury and death) caused or contributed to by the act, omission, negligence or default of the Client or the Client's Personnel, employees, contractors or agents;

  b   breach by the Client of any provision of this Agreement;

  c   infringement or alleged infringement of any Intellectual Property Right by the Client or any third party arising out of the provision of the Services; and

  d   any actual or alleged claim by a third party that any Data infringes the rights of that third party (including Intellectual Property Rights and privacy rights) or that the Data is Objectionable, incorrect or misleading.

9.2 **Release**

  a   The Client releases the Supplier in respect of any Loss, damages, Claims and expenses (including legal expenses) that may be suffered or incurred by the Client arising from or in connection with:

   i   breach by the Client of any provision of this Agreement,

   ii   the breach of any Intellectual Property Right; and

   iii any interruption, break-down, delay or loss of content on or in relation to the Services, SaaS Service and Data;

  except to the extent that the loss is caused or contributed to by the wrongful act or gross negligence of the Supplier.

9.3 **General**

  a   This release and indemnity is a continuing obligation and will survive termination of this Agreement.

  b   It is not necessary for the Supplier to incur an expense or make a payment before enforcing a right of indemnity conferred by this Agreement.

9.4 **Maximum liability:** The maximum aggregate liability of the Supplier under or in connection with the Agreement or relating to the Services, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed an amount equal to the cost of resupplying the Services.

9.5 **No liability for other's failure:**

Neither party will be responsible, liable, or held to be in breach of the Agreement for any failure to perform its obligations under the Agreement or otherwise, to the extent that the failure is caused by the other party failing to comply with its obligations under the Agreement, or by the negligence or misconduct of the other party or its personnel.

9.6 **Mitigation:**

Each party must take reasonable steps to mitigate any loss or damage, cost or expense it may suffer or incur arising out of anything done or not done by the other party under or in connection with the Agreement.

10   TERM, TERMINATION AND SUSPENSION

10.1   **Duration:**

Unless terminated under this clause 10, the Agreement:

a   starts on the Start Date and ends on the End Date; but

b   where no End Date is set out in the Key Details, continues for successive terms of 12 months from the Start Date unless a party gives 60 days' notice that the Agreement will terminate on the expiry of the then-current term.

10.2   **No fault termination:**

Either party may terminate the Agreement on at least 3 months' prior notice to the other party. However, the Agreement may be terminated in less than 3 months if both parties mutually agree to the termination date.

10.3   **Other termination rights:**

a   Either party may, by notice to the other party, immediately terminate the Agreement if the other party:

 i   breaches any material provision of the Agreement and the breach is not:

  ▲   remedied within 10 days of the receipt of a notice from the first party requiring it to remedy the breach; or

  ▲   capable of being remedied;

 ii   becomes insolvent, liquidated or bankrupt, has an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed, becomes subject to any form of insolvency action or external administration, or ceases to continue business for any reason; or

 iii   is unable to perform a material obligation under the Agreement for 30 days or more due to Force Majeure.

10.4   **Consequences of termination or expiry:**

a   On termination of this Agreement:

 i   The Client's access to the SaaS Service, Services and Data will cease;

 ii   the Client must pay all outstanding Fees for Services provided prior to termination or expiry.

 iii   Except to the extent that a party has ongoing rights to use Confidential Information, at the other party's request following termination or expiry of the Agreement and subject to clause 10.5, a party must promptly return to the other party or destroy all Confidential Information of the other party that is in the first party's possession or control.

b   Termination or expiry of this Agreement will not release either party from any Claim or liability incidental to this Agreement or the conduct of that party arising prior to the termination or expiry of this Agreement, unless specified otherwise in this Agreement.

10.5   **Return of Client Data**

a   At any time prior to 30 days after the date of termination or expiry, the Client may request:

 i   a copy of any Data stored using the SaaS Service, provided that the Client pays the Supplier's reasonable costs of providing that copy. On receipt of that request, the Supplier

must provide a copy of the Data in a common electronic form. The Supplier does not warrant that the format of the Data will be compatible with any software; and/or

    ii   deletion of the Data stored using the SaaS Service, in which case the Supplier must use reasonable efforts to promptly delete that Data. The Client acknowledges and agrees that there may be some remnants of Data (however such Data will not be identifiable).

  b   For the avoidance of doubt, the Supplier may delete the Client's Data stored on the SaaS Service any time after 30 days after the date of termination or expiry of the Agreement.

  c   The Client acknowledges:

    i   once Data has been deleted for any reason, it shall be permanently irretrievable; and

    ii   the Supplier shall not be responsible for any loss, damage or consequence suffered by the Client arising from the deletion of the Client's Data in accordance with this clause 10.5.

10.6 Obligations continuing:

Clauses which, by their nature, are intended to survive termination or expiry of the Agreement, including but limited to clauses 9.1 9.2 6 7 10.4 10.5, 11, continue in force.

10.7 Rights to restrict:

Without limiting any other right or remedy available to the Supplier, the Supplier may restrict or suspend the Client's access to the SaaS Service and/or delete, edit or remove the relevant Data if the Supplier considers that the Client (including any of its Personnel) has:

  a   undermined, or attempted to undermine, the security or integrity of the SaaS Service or any Underlying Systems;

  b   used, or attempted to use, the SaaS Service:

    i   for improper purposes; or

    ii   in a manner, other than for normal operational purposes, that materially reduces the operational performance of the SaaS Service; or

    iii   in breach of the Supplier's Intellectual Property Rights;

  c   transmitted, inputted or stored or Processed any Data that breaches or may breach the Agreement or any third party right (including Intellectual Property Rights and privacy rights), or that is or may be Objectionable, incorrect or misleading; or

  d   otherwise materially breached the Agreement.

10.8   The Supplier shall not be responsible for any loss, damage or consequence arising from the Supplier's exercise of its rights under clause 10.7

10.9 Process:

  a   The Supplier must notify the Client where it restricts or suspends the Client's access, or deletes, edits or removes Data, under clause 10.7

  b   Clause 10.5ai will not apply to the extent that it relates to Data deleted or removed under clause 10.7

11   DISPUTES

11.1   Parties to try to resolve

a   If a Dispute arises about the operation of this Agreement ("Dispute"), the parties should first attempt to resolve it between the primary contacts for each Party.

b   If resolution of the Dispute cannot be achieved in accordance with clause 11.1a within a reasonable period, the Dispute should then be escalated to more senior management for both parties. In the case of the Client, the Client's Representative must also be included in resolving the Dispute.

c   If a Party considers that a Dispute has still not been resolved under clause 11.1b, that Party must promptly send a notice to the other Party ("Dispute Notice") setting out a full description of the Dispute.

d   Once a Dispute Notice has been given under clause 11.1c, the Chief Executive or Managing Director of each Party (or their nominee or delegate) must attempt to resolve the Dispute in good faith, on the basis that the parties wish to retain a long term commercial relationship.

11.2   Proceedings are last resort

a   If the Dispute is not resolved within 30 calendar days of the Dispute Notice, or any longer time the parties may agree, either Party may commence or initiate appropriate legal proceedings.

b   Neither Party may commence nor initiate any court proceedings (except applications for urgent interlocutory or injunctive relief) until the procedures set out in clauses 11.1c and 11.1d have been followed.

11.3   General

a   Each Party must continue to perform this Agreement despite the existence of a Dispute or any proceedings under this clause, except if the Dispute renders it impossible to do so.

b   Each party must take reasonable steps to mitigate any loss or damage, cost or expense it may suffer or incur arising out of anything done or not done by the other party under or in connection with the Agreement.

12   GENERAL

12.1   Force Majeure:

Neither party is liable to the other for any failure to perform its obligations under the Agreement to the extent caused by Force Majeure, provided that the affected party:

a   immediately notifies the other party and provides full information about the Force Majeure;

b   uses best efforts to overcome the Force Majeure; and

c   continues to perform its obligations to the extent practicable.

12.2   Rights of third parties:

No person other than the Supplier and the Client has any right to a benefit under, or to enforce, the Agreement.

12.3   Waiver:

To waive a right under the Agreement, that waiver must be in writing and signed by the waiving party.

12.4   Independent contractor:

Subject to clause 4.3, the Supplier is an independent contractor of the Client, and no other relationship (e.g. joint venture, agency, trust or partnership) exists under the Agreement.

12.5 **Notices:**

A notice given by a party under the Agreement must be delivered to the other party via email using the email address set out in the Key Details or otherwise notified by the other party for this purpose. If the notice is a notice of termination, a copy of that email must be immediately delivered (by hand or courier) to the Director or equivalent officer of the other party at the other party's last known physical address.

12.6 **Severability:**

a   If any provision of the Agreement is, or becomes, illegal, unenforceable or invalid, the relevant provision is deemed to be modified to the extent required to remedy the illegality, unenforceability or invalidity.

b   If modification under clause 12.6a is not possible, the provision must be treated for all purposes as severed from the Agreement without affecting the legality, enforceability or validity of the remaining provisions of the Agreement.

12.7 **Variation:**

Any variation to the Agreement must be in writing and signed by both parties.

12.8 **Entire agreement:**

The Agreement sets out everything agreed by the parties relating to the Services, and supersedes and cancels anything discussed, exchanged or agreed prior to the Start Date. The parties have not relied on any representation, warranty or agreement relating to the subject matter of the Agreement that is not expressly set out in the Agreement, and no such representation, warranty or agreement has any effect from the Start Date.

12.9 **Subcontracting and assignment:**

a   The Client may not assign, novate, subcontract or transfer any right or obligation under the Agreement without the prior written consent of the Supplier, which consent may be withheld in the Supplier's discretion. The Client remains liable for its obligations under the Agreement despite any approved assignment, subcontracting or transfer. Any assignment, novation, subcontracting or transfer must be in writing.

b   Any change of control of the Client is deemed to be an assignment for which the Supplier's prior written consent is required under clause 12.9a. In this clause **change of control** means any transfer of shares or other arrangement affecting the Client or any member of its group which results in a change in the effective control of the Client.

12.10 **Law:**

The Agreement is governed by, and must be interpreted in accordance with, the laws of Melbourne, Australia. Each party submits to the non-exclusive jurisdiction of the Courts of Melbourne, Australia and the Commonwealth in relation to any dispute connected with the Agreement.

12.11 **Counterparts:**

The Agreement may be signed in counterparts, each of which constitutes an original and all of which constitute the same agreement. A party may enter the Agreement by signing and emailing a counterpart copy to the other party.