

Terms and Conditions

1. DEFINITIONS AND INTERPRETATION

Unless the context otherwise requires:

"Annual Fee" means the annual fee set out in the Details, as adjusted annually in line with the consumer price index and otherwise adjusted in accordance with clause 5 and clause 11;

"Business Day" means a day other than a Saturday, Sunday, or public holiday in Perth, Western Australia and 26, 27, 28, 29, 30 and 31 December;

"Business Hours" means between the hours of 8:30am and 5:00pm on Business Days;

"Commencement Date" means the commencement date set out in the Details;

"Client" means the person, company, or corporation as set out in the Details;

"Client Background IP" means Intellectual Property Rights owned by or licensed to Client (including know-how and technical information) which exists prior to the date of this Contract but does not include GSK Background IP or Services IP;

"Client's Representative" means the primary contact set out in the Details;

"Conditions" means these terms and conditions;

"Confidential Information" means all confidential, non-public or proprietary information regardless of how the information is stored or delivered, exchanged between the parties, or made known to GSK, before, on or after the date of this Contract relating to the business, technology, personnel or other affairs of the Client;

"Consequential Loss" for the purposes of this Contract means indirect or consequential type loss, including any:

- (a) loss of production;
- (b) loss of revenue;
- (c) loss of profit;
- (d) loss or denial of opportunity; or
- (e) special, exemplary or punitive costs, loss, expense or damage;

"Contract" means the agreement between GSK and the Client consisting of the Scope of Services, the Details and these Conditions;

"CPI" means the consumer price index as published by the Australian Bureau of Statistics;

"day" means the period of time commencing at midnight and ending 24 hours later;

"Details" means the section of this Contract headed "Contract Details";

"Event of Force Majeure" means an event or circumstance which is beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent provided that event or circumstance is limited to the following:

- (a) riot, invasion, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power, requisition or compulsory acquisition by any Government Agency;
- (b) earthquakes, flood, lightning or other physical natural disaster, but excluding weather conditions regardless of severity; and
- (c) strikes or industrial disputes at national level, or strikes or industrial disputes by labour not employed by the affected party, its subcontractors or its suppliers but excluding any industrial dispute which is specific to Site or GSK or the performance of this Contract.

"Government Agency" any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, Commission, authority, tribunal, agency or entity;

"GSK" means Masefield Holdings Pty Ltd ATF The Graham Knight Unit Trust trading as Graham Knight Insurance Brokers;

"GSK Background IP" means Intellectual Property Rights owned by or licensed to GSK (including know-how and technical information) which exists prior to the date of the Contract but does not include Client Background IP or Services IP;

"GST" has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

"Intellectual Property Rights" includes patents, inventions, know-how, processes, designs, databases, copyrights, trademarks, brands, logos, domain names, business names, moral rights and any other intellectual property rights;

"Insolvency Event" means the happening of any of these events in respect of a party:

- (a) an application is made to a court for an order (and the application is not withdrawn or struck out within 20 Business Days of the application being made) or an order is made that that party be wound up;

- (b) an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of that party, (and the application is not withdrawn or struck out within 30 days of the application being made) or one of them is appointed, whether or not under an order;
- (c) a party enters into, or resolves to enter into, a scheme of arrangement, deed of company arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them;
- (d) that party resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so, except to reconstruct or amalgamate while solvent on terms approved by the State (which consent must not be unreasonably withheld or delayed), or is otherwise wound up or dissolved;
- (e) that party is or states in writing that it is insolvent;
- (f) as a result of the operation of section 459F(1) of the *Corporations Act 2001* (Cth), that party is taken to have failed to comply with a statutory demand;
- (g) that party takes any step to obtain protection or is granted protection from its creditors under any applicable legislation or an administrator is appointed to that party; or
- (h) a controller (as defined in the *Corporations Act 2001* (Cth)) is appointed in respect of that party or any property of that party;

"Ipso Facto Amendments" means:

- (a) the amendments to the Corporations Act set out in Part 2 of the Treasury Laws Amendment (2017 Enterprise Incentives No.2) Act 2017 (Cth); and
- (b) any regulations, declarations or legislative instruments, prescribed, made or declared pursuant to sections 415D, 434J or 451E of the *Corporations Act (Ipso Facto Amendments)*;

"Law" means:

- (a) those principles of law or equity established by decisions of courts;
- (b) statutes, regulations, regulation, order, subordinate legislation or by-laws of the Commonwealth of Australia, the location where the Services are being performed or any Government Agency;
- (c) the constitution of the Commonwealth of Australia;
- (d) binding requirements, order or directives and mandatory approvals (including conditions) of the Commonwealth of Australia, the State of Western Australia or a Government Agency which have a force of law; and
- (e) guidelines of the Commonwealth of Australia, the location where the Services are being performed or a Government Agency which has a force of law;

"Scope of Services" means the section of this Contract headed 'Scope of Services';

"Services" means those services set out in the Scope of Services;

"Services IP" means Intellectual Property Rights discovered or coming into existence as a result of, for the purposes of or in connection with the performance of the Services in accordance with the Contract but does not include GSK Background IP or Client Background IP;

"Taxes" means any and all present and future sales, use, personal, property, real property, value added, turnover, stamp, documentary, interest equalisation, business, occupation, excise, income, corporation, profits, gains, gross receipts, or other taxes, fees, withholdings, imposts, levies, duties or other charges of any nature whatsoever or whensoever imposed (other than taxes on the net income) by any government, governmental, semi-governmental or other relevant authority, together with any penalties, fines or interest thereon or similar additions thereto, imposed, levied or assessed or otherwise payable but does not include GST;

"Termination Date" means the date that the Contract terminates in accordance with clause 13;

"Valid Tax Invoice" means an invoice provided by GSK that must include GSK's bank account details for payment by electronic bank transfer;

The words "including" and "include" are a reference to "including, but not limited to"; and

Words importing the singular include the plural (and vice versa).

2. **FORMATION OF THE CONTRACT**

2.1 The Contract constitutes the entire agreement between GSK and the Client.

2.2 In the absence of any written acceptance or acknowledgment of the Contract by the Client, the commencement of any work by GSK in connection with the Services will be deemed an acceptance of the Contract.

3. **PERFORMANCE**

Term

3.1 GSK must perform and supply the Services as required by the Client during Business Hours on the terms and conditions set out in this Contract up to and including the Termination Date.

Performing the Services

- 3.2 Upon a request by GSK, the Client must promptly provide relevant information required for GSK to perform the Services.
- 3.3 Where GSK fails to perform the Services (or any part thereof) promptly, and such failure is not attributable to a failure by the Client to comply with clause 3.2, GSK must rectify such failure and perform the Services within 14 days of being notified (or such other reasonable time as agreed between GSK and the Client).
- 3.4 If a licence, certificate or consent of any government or other authority is required for the performance or supply of the Services, GSK must obtain such licence, certificate or consent.

4. OBLIGATIONS

- 4.1 GSK must ensure that:
- (a) the Services comply with all Laws;
 - (b) in providing the Services, GSK will:
 - i. inform itself of and comply with all applicable health, safety and environmental Laws, as may be amended from time to time; and
 - ii. comply with any safety, environmental or other policies, guidelines, procedures and requirements provided to GSK by the Client; and
 - (c) GSK provides the Services exercising the care, skill and diligence reasonably expected of a competent, professional supplier of services similar to the Services.
- 4.2 Each party's rights and remedies in this Contract are cumulative and are not exclusive of any rights or remedies provided at law or otherwise.

5. ANNUAL ADJUSTMENT TO ANNUAL FEE AND SCOPE OF SERVICES

- 5.1 The Annual Fee will be adjusted by CPI, calculated and applied by GSK on and from the anniversary of the Commencement Date.
- 5.2 No later than 2 months prior to the anniversary of the Commencement Date, either party may give notice to the other party to request a meeting to discuss an adjustment to the Scope of Services and a corresponding adjustment to the Annual Fee.
- 5.3 The parties shall use reasonable endeavours to meet to negotiate adjustments to the Annual Fee and the Scope of Services.
- 5.4 If by the anniversary of the Commencement Date, the parties have not agreed the adjustments to the Scope of Services and the Annual Fee, then the sole adjustment to the Annual Fee shall be in accordance with clause 5.1.
- 5.5 If the parties agree an adjustment to the Annual Fee and the Scope of Services, then the parties shall execute a variation to this Contract.

6. PAYMENT

- 6.1 The Client is liable to pay the agreed fee and any incidental expenses incurred by GSK in accordance with clause 6.2.
- 6.2 Incidental expenses incurred by GSK in performing the Services, including the cost of disbursements and travel outside of the Perth metropolitan area, are payable by the Client. GSK will invoice the Client and the Client will pay GSK for such expenses in accordance with this clause 6.
- 6.3 GSK must issue a Valid Tax Invoice for the first Annual Fee within 5 Business Days of the Commencement Date.
- 6.4 For all subsequent Annual Fees, GSK must issue a Valid Tax Invoice within 5 Business Days of the anniversary of the Commencement Date.
- 6.5 Incidental expenses incurred in accordance with clause 6.2 shall be invoiced by GSK at any time during the performance of the Services.
- 6.6 GSK must issue a Valid Tax Invoice in respect of any adjustments to the agreed fee directed by the Client's Representative in accordance with clause 11.9 within 10 Business Days of such direction.
- 6.7 Subject to GSK providing a complete Valid Tax Invoice to the Client at the email address(s) for the submission of invoices indicated in the Details, the Client will make payments due to GSK within 15 days from the date of the Valid Tax Invoice.
- 6.8 Where the Client fails to pay for the Services or incidental expenses (or any part thereof), the Client must rectify such failure within 10 days of being notified. If such failure is not rectified within 10 days of being notified, such failure will constitute a material breach of the Contract and GSK may:
- (a) suspend the provision of all or part of the Services or Additional Services until such time as payment is made by the Client; and/or
 - (b) terminate the Contract if payment has not been made within 14 days of the Client being notified.
- 6.9 All payments made by the Client to GSK will be by electronic bank transfer.

- 6.10 Should any Taxes be levied on, in respect of, or in relation to, the Services, these will be to GSK's account. GSK will be responsible for payment of those Taxes and will immediately provide the Client with documentary evidence of payment if payment is made by GSK on the Client's behalf.
- 6.11 GSK acknowledges and agrees that if a legislative requirement requires the Client to deduct an amount in respect of withholding tax from a payment under the Contract such that GSK would not actually receive on the due date the full amount provided for under the Contract, then on the due date:
- (a) the Client must pay an amount equal to the amount deducted to the relevant authority in accordance with applicable law and give the original receipt to GSK; and
 - (b) the Client must pay GSK an amount equal to the deducted.

7. GST

- 7.1 Capitalised expressions used in clauses 7.1 to 7.5 which are not defined in Schedule 1 have the meanings given to them in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- 7.2 The Fees referred to in this Contract are exclusive of GST. A party must pay GST on a Taxable Supply made to it under this Contract, in addition to any consideration (excluding GST) that is payable for that Taxable Supply and it must do so at the same time and in the same way as it is required to pay the consideration for the Taxable Supply.
- 7.3 A party making a Taxable Supply to another party under this Contract must issue a Tax Invoice to the other party, setting out the amount of the GST payable by that other party and must do so at the time the other party is required to pay the consideration for the Taxable Supply.
- 7.4 If an Adjustment Event results in the GST on a Taxable Supply being different from the GST recovered by the supplier, the supplier:
- (a) must refund to the other party any excess; and
 - (b) may recover from the other party any shortfall.
- 7.5 The recovery of any money from the other party under clause 7.4 is conditional on an Adjustment Note first being given to the other party.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 The Client retains the Intellectual Property Rights in Client Background IP.
- 8.2 The Client gives GSK a licence to reproduce and use Client Background IP as necessary for the sole purpose of GSK complying with GSK obligations under this Contract. GSK must not reproduce, use or otherwise deal with Client Background IP, or allow any other person to do the same, for any other purpose. The Client has the right to revoke this licence at any time by notice in writing to GSK.
- 8.3 The GSK retains Intellectual Property Rights in the GSK Background IP.
- 8.4 The GSK gives the Client a licence to reproduce and use GSK's Background IP as necessary for the sole purpose of the Client complying with the Client's obligations under this Contract. The Client must not reproduce, use or otherwise deal with GSK Background IP, or allow any other person to do the same, for any other purpose. GSK has the right to revoke this licence at any time by notice in writing to the Client.
- 8.5 The Client agrees and acknowledges that all Services IP will be vested in and owned by GSK.
- 8.6 GSK warrants that performance of the Services in accordance with this Contract will not infringe the Intellectual Property Rights of any third party.

9. INSURANCE

- 9.1 GSK must effect and maintain all insurances which a prudent, competent, professional supplier of the Services would effect and maintain, including public and products liability insurance, professional indemnity insurance, workers compensation insurance, motor vehicle insurance and any other insurances required by law.

10. FORCE MAJEURE

Notice of Force Majeure

- 10.1 If as a result of a Force Majeure Event any party is unable, in whole or in part, to carry out its obligations under this Contract then that party must give to the other party notice setting out:
- (a) full particulars of the Force Majeure Event; and
 - (b) an estimate of the period of time the party will require to remove or overcome the Force Majeure Event situation.
 - (c) Reasonable endeavours to overcome Force Majeure.
- 10.2 A party affected by a Force Majeure Event must use all reasonable endeavours to remove or overcome the Force Majeure Event situation as quickly as possible in an efficient, effective and economic manner.
- 10.3 A party affected by a Force Majeure Event must keep the other party informed of all developments in relation to the Force Majeure Event.

Suspension of obligations during Force Majeure

- 10.4 The obligations of the party giving notice under clause 10.1 will, to the extent that the obligations are affected by a Force Majeure Event, be suspended during the continuation of the Force Majeure Event.

End of Force Majeure Event

- 10.5 The Force Majeure Event will end (and the obligations of the party giving notice under clause 10.1 will resume with full force and effect) at the time that is the earliest of:
- (a) the time when the party giving notice under clause 10.1 issues a notice to the other party stating that it is able to recommence performance of all of its obligations under this Contract, which is to be within the shortest time reasonably practicable; or
 - (b) the time when the party giving notice under clause 10.1 recommences the performance of all of its obligations under this Contract.

11. VARIATIONS

- 11.1 The Services will not be varied except in accordance with clause 5 and this clause 11.
- 11.2 The Client may by written notice expressed as a "Variation Request" request GSK to alter, amend, omit, add to or otherwise vary the Services.
- 11.3 Within 3 Business Days of receipt of the notice referred to in clause 11.2, and before GSK carries out the variation, GSK must provide to the Client a detailed breakdown of the increase or decrease in the Annual Fee as a result of the Variation.
- 11.4 No variation issued in accordance with this Contract will vitiate or invalidate this Contract.
- 11.5 The rate or price for each Variation must be determined by agreement between the parties, or in the absence of agreement, a valuation will be made by GSK on the basis of a fair and reasonable valuation of the Variation must be made by GSK.
- 11.6 GSK is not entitled to any payment (pursuant to this Contract or otherwise at Law) in relation to any variation unless:
- (a) GSK has been directed to carry out the Variation pursuant to clause 11.2; and
 - (b) the increase or decrease in the Annual Fee has been determined in accordance with clause 11.3 and 11.5.
- 11.7 If GSK considers that it has been required to carry out a variation, whether as a result of a direction from or on behalf of the Client or any other event, but the Client's Representative has not given a written direction in the form of a 'Variation Request', GSK must, prior to commencing the Variation or incurring cost arising from the Variation, give written notice to the Client's Representative of:
- (a) its opinion that the work involves a Variation which should have been directed in the form of a 'Variation Request';
 - (b) the reasons for its opinion; and
 - (c) the effect which GSK anticipates that the work will have on the cost of the Services;
- and within 3 Business Days of issue of the first notice under clause 11.7, give further written notice to the Client's Representative of the cost (including the cost or effect on any applicable warranty) of the work and/or services
- 11.8 In response to the second written notice given by GSK under clause 11.7, the Client's Representative must within a further 3 Business Days:
- (a) confirm that the direction or other event is a Variation and issue a 'Variation Request'; or
 - (b) withdraw the direction
- 11.9 Where the Client's Representative accepts GSK's notified fee for the Services as applicable, the Client's Representative shall issue a 'Variation Request' identifying the agreed cost of the variation and the adjustment to the Annual Fee.
- 11.10 Any dispute as to whether a direction or instruction is in effect a Variation will be determined in accordance with clause 16.

12. SUSPENSION

- 12.1 Either party has the right, at any time and for any reason, to suspend performance of GSK's obligations under this Contract by giving written notice to the other party.
- 12.2 When a notice of suspension from a party is issued in accordance with clause 12.1, GSK must suspend performance of the relevant obligations until such time as the party issuing the notice to suspend directs the resumption of the performance of those obligations by notice in writing. At such time, the other party must promptly recommence the performance of those obligations in accordance with this Contract.
- 12.3 If the Client issues the notice to suspend, GSK shall be entitled to claim its costs (if any) arising from any direction to suspend the Services.

13. TERMINATION

Termination for Convenience

- 13.1 Notwithstanding anything else in this Contract, either party may, by written notice, without cause and for any reason at any time in its absolute and unfettered discretion, terminate this Contract within 21 days' notice upon service of notice to the other party.
- 13.2 Upon receipt of a notice of termination pursuant to clause 13.1, GSK must immediately cease performance of the Services and comply with any reasonable direction of the Client.
- 13.3 In the event of termination by the Client in accordance with clause 13.1, without prejudice to any other right it may have, the Client will pay GSK the sum of the costs reasonably and properly incurred by GSK arising out of or in connection with contractual arrangements with third parties prior to the date of termination in the expectation of performing the Services, which GSK is legally liable to pay and which have not previously been included in any payment by the Client.

Termination for default by GSK

- 13.4 The Client may terminate this Contract, by giving notice in writing to GSK, if any of the following occurs:
- (a) the Client reasonably considers that GSK is not proceeding with the Services in a diligent or competent manner in accordance with this Contract and GSK fails to rectify the matter within 25 Business Days after receiving a written notice from the Client (or such other timeframe as agreed between the parties) specifying the failure and/or breach and requiring GSK to rectify it;
 - (b) GSK fails to rectify a breach of this Contract which is rectifiable within 25 Business Days after receiving a written notice from the Client (or such other timeframe as agreed between the parties) specifying the breach and requiring GSK to rectify it; or
 - (c) Subject to clause 13.6, an Insolvency Event happens to GSK.

13.5 The Client may:

- (a) in the case of clause 13.5(a) and 13.4(b), terminate this Contract by notice in writing if GSK has not remedied the default within 25 Business Days of GSK receiving a notice from the Client specifying the default and requesting that the default be remedied; or
- (b) in the case of an Insolvency Event, immediately terminate this Contract by notice in writing addressed to GSK.

13.6 Clauses 13.4(c) and 13.5(b) are subject to the Ipso Facto Amendments to the extent that they apply to this Contract.

Actions

- 13.7 Upon receipt of a notice of termination from the Client, GSK must:
- (a) immediately cease performing the Services and direct all subcontractors to cease performing their services; and
 - (b) take all measures necessary to deliver to the Client possession of all Client property and assets from time to time used by GSK for the purposes of the Services or this Contract.

Termination for default by the Client

- 13.8 GSK may terminate this Contract, by giving notice in writing to GSK, if any of the following occurs:
- (a) an Insolvency Event happens to the Client;
 - (b) the Client fails to pay GSK in accordance with clause 6 of this Contract; or
 - (c) the Client fails to rectify a breach of this Contract which is rectifiable within 25 Business Days after receiving a written notice from GSK (or such other timeframe as agreed between the parties) specifying the breach and requiring the Client to rectify it,

13.9 GSK may:

- (a) in the case of an Insolvency Event, immediately terminate this Contract by notice in writing addressed to the Client;
- (b) in the case of clause 13.8(b), terminate this Contract by notice in writing if GSK has not remedied the default within 25 Business Days of the Client receiving a notice from GSK specifying the default and requesting that the default be remedied; or
- (c) in the case of clause 13.8(c), following expiration of 25 Business Days following the notice issued by GSK, immediately terminate this Contract by notice in writing addressed to the Client.

13.10 Clauses 13.8(a) and 13.9(a) are subject to the Ipso Facto Amendments to the extent that they apply to this Contract.

14. INDEMNITY

14.1 Each party indemnifies the other party and their respective personnel (collectively '**Indemnified Parties**' or individually '**Indemnified Party**') against all liability suffered or incurred by the Indemnified Parties arising out of or in connection with any:

- (a) loss of or damage to property of an Indemnified Party;
- (b) loss of or damage to any property;
- (c) personal injury, disease, illness or death of any person; or
- (d) infringement of any third parties' Intellectual Property Rights,

arising out of or in connection with the performance or non-performance of the parties obligations under the Contract.

14.2 Each party's liability to indemnify the Indemnified Parties under clause 14 will be reduced proportionately to the extent that a breach or default under this Contract by an Indemnified Party contributed to the Liability suffered or incurred by the Indemnified Parties.

14.3 Notwithstanding any other provision of this Contract, neither party will be liable to the other party for any Consequential Loss whether the cost, Loss, expense or damage is present or future, fixed or ascertained, actual or contingent, liquidated or unliquidated.

15. GSK'S LIMITATION OF LIABILITY

15.1 Subject to clause 15.2, and to the extent permitted by Law GSK's liability to the Indemnified Parties arising out of or in connection with any breach of its obligations under this Contract or any act or omission by GSK, its personnel or those for whom it is responsible, whether in tort (including negligence), breach of contract or warranty, breach of statutory duty or otherwise at Law is limited in the aggregate to 100% of the Annual Fee.

15.2 Clause 15.1 does not apply to limit a party's liability to the extent that:

- (a) the liability arises out of or in connection with the personal injury, disease, illness or death of any person; or
- (b) the liability arises out of or in connection with the loss of or damage to any property other than property of an Indemnified Party.

16. DISPUTE RESOLUTION

16.1 If a dispute arises under this Contract either party may at any time give a written notice to the other, giving details of the dispute and requesting that a meeting take place to discuss it.

16.2 A representative of the Client and GSK must meet within 10 Business Days of the notice in clause 16.1 to attempt, in good faith, to resolve the dispute. If the dispute remains unresolved 10 Business Days after the first meeting, either party must give written notice to the other requesting that a second meeting between senior representatives of the parties be held to discuss the dispute. A written summary of the facts and issues must be given with the notice.

16.3 If the second meeting between senior representatives of the parties does not take place within 10 Business days of the notice in clause 16.2 or the dispute remains unresolved for 10 Business Days, or any such longer period agreed between the parties, after the second meeting, then the parties may within 30 Business Days, or any such longer period agreed between the parties, after the second meeting attempt in good faith to agree an alternative method to resolve the dispute but in the event that the parties do not agree on any alternative method to resolve the dispute either party may commence legal proceedings.

17. BUSINESS ETHICS

17.1 Neither party, nor any their employees, agents, the Contractors and/or subcontractors, are expected, permitted or authorised to take any action which could violate any Law.

17.2 A party must immediately notify the other party in writing of any and all violations of this clause 17 upon becoming aware of such violations.

18. CONFIDENTIALITY

18.1 GSK must keep all Confidential Information confidential and GSK must not disclose directly or indirectly any Confidential Information of the Client to a third party without the prior written approval of the Client, provided that this clause 18 does not apply to Confidential Information which GSK proves:

- (a) was in its possession prior to the date of this Contract (other than any information that was made available directly or indirectly by the Client or which is the subject of a confidentiality obligation between the parties);
- (b) has become generally available to the public or is in the public domain other than through a breach of this Contract by GSK;
- (c) is required to be produced by order of any court or under the requirements of any applicable Law, provided that in those circumstances, GSK must notify the Client as soon as reasonably practicable so as to allow the Client to take any steps it may consider necessary to resist production; or
- (d) was obtained from a third party without breach of any confidentiality obligations.

18.2 GSK:

- (a) must not issue any information, publication, document or article for publication, media release or other publicity relating to the Services or the Client in any media without the prior written approval of the Client; and
- (b) must refer any enquiries from the media concerning the Services or the Client to the Client.

Reproduction of Documentation



- 18.3 GSK must ensure that all documentation and anything recording, containing, setting out or making reference to the Confidential Information, the Services or the Client are used, copied, supplied and reproduced only for the purposes of performing the Services and its other obligations under this Contract, unless it has obtained the prior written approval of the Client.
- 19. GENERAL**
- 19.1 The Client must not assign or novate the Contract (or any part thereof) without the prior written consent of GSK.
- 19.2 GSK must not assign or novate the Contract (or any part thereof) without the prior written consent of the Client.
- 19.3 All notices must be in writing, addressed to the Client or GSK as appropriate, and delivered to the address or sent to the email number of the recipient as set out in this Contract, or any other address notified in writing by one party to the other and delivered personally or by email.
- 19.4 A notice, approval, consent or other communication takes effect from the time it is received unless a later time is specified in it.
- 19.5 A letter or email is deemed to be received:
- (a) if posted, 3 Business Days after posting (5 Business Days in the case of a letter sent by airmail); and
 - (b) if emailed, on confirmation of receipt by recipients email address where confirmation is received on a Business Day and if confirmation is received on a day that is not a Business Day or after 5:00pm on a Business Day, the next Business Day.
- 19.6 If any provision in these Conditions is invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions.
- 19.7 To the extent of any inconsistency between the documents forming the Contract, then the order of precedence is:
- (a) the Scope of Services; and
 - (b) the Conditions.
- 19.8 The Contract may not be varied except in writing signed by a duly authorised representative of each of the parties.
- 19.9 GSK is an independent contractor in relation to the Contract and the Services and GSK nor its personnel are not the employee of the Client. This Contract does not create a partnership, joint venture or agency relationship between the Client and GSK.
- 19.10 Clauses 4, 6.8, 7, 8.1, 13, 14, 15, 17.1 and 18 will survive any termination or expiry of the Contract.
- 19.11 The Contract is governed by the laws of Western Australia and the parties agree to submit to the exclusive jurisdiction of the courts of Western Australia.