

ENTAGTM

Master Goods and Services Agreement

A master agreement for the supply of goods and services to Entag's Clients.

Entag Communications ABN 66 162 344 738 trading as Entag (**Entag**))

The party listed as Client in the Statement of Work (**Client**)

1.	Formation and precedence	2
1.1	Formation and composition.....	2
1.2	Precedence for this Agreement	2
1.3	Prior supply	2
2.	Term	2
2.1	Term of Master Goods and Services Agreement	2
2.2	Rollover	2
2.3	Duration	2
2.4	Services after expiry.....	2
3.	Services.....	2
3.1	Services.....	2
3.2	Third party suppliers.....	2
3.3	Relationship	3
3.4	Scope	3
3.5	Outside scope	3
3.6	Statement of Work - Services	3
3.7	Subcontractors	3
4.	Support	3
5.	Goods.....	3
5.1	Goods.....	3
5.2	Statement of Work – Goods.....	3
5.3	Outside scope	4
5.4	Acceptance or rejection of Goods	4
5.5	Transport and Delivery.....	4
5.6	Title and risk.....	4
6.	Suspension.....	4
6.1	Suspension	4
6.2	Effect of suspension.....	4
7.	Third party software licences	4
7.1	Third Party Content	4
7.2	Compliance	4
7.3	Indemnity.....	5
8.	General obligations	5
8.1	Client’s obligations	5
8.2	Third party dealings.....	5
8.3	Service limitations	5
9.	Fees and Payment	6
9.1	Payment	6
9.2	Credit terms.....	6
9.3	Late or non-payment of invoices.....	6
9.4	Fees review	6
9.5	Indemnity.....	6
10.	Goods and Services Tax	6
10.1	GST exclusive	6
10.2	Recipient to pay Supplier	6
10.3	Tax Invoice.....	7
11.	Intellectual Property Rights	7
11.1	Entag IP.....	7
11.2	Provision and ownership of New IP	7
11.3	Client Data	7
11.4	Prohibited activities	7
11.5	Notification of infringement claim.....	7
12.	Confidential Information	7
12.1	Disclosure	7
12.2	Return of Confidential Information	7
12.3	Security and unauthorised access	7
13.	Privacy Law	7

13.1	Client's consent to transfer of personal information	7
13.2	Privacy protection obligations	7
14.	Liability.....	7
14.1	Consumer guarantees	7
14.2	Exclusion of liability	8
14.3	Implied terms.....	8
14.4	Limitation of liability	8
15.	Indemnity	9
16.	Warranty	9
16.1	Entag warranty	9
16.2	Client warranty	9
17.	Transition out	9
18.	Disputes.....	9
18.1	Dispute Resolution Process	9
18.2	Urgent relief.....	9
18.3	Obligations continue.....	9
19.	Termination.....	10
19.1	Termination for cause	10
19.2	Termination for convenience.....	10
19.3	Statement of Work Termination	10
19.4	No prejudice of rights	10
19.5	Consequences of Termination	10
19.6	Acknowledgement.....	10
19.7	Survival.....	10
20.	Force Majeure	10
20.1	Suspension of obligations	10
20.2	Obligations on other party.....	11
21.	Miscellaneous.....	11
21.1	Notices	11
21.2	Governing Law; Jurisdiction	11
21.3	Exercise rights.....	11
21.4	Assignment	11
21.5	Severability.....	11
21.6	Further assurance	11
21.7	Costs	11
21.8	Taxes.....	11
21.9	Time	11
21.10	Variation	11
21.11	Waiver	11
21.12	Counterparts	11
21.13	Whole agreement.....	11
22.	Definitions and interpretation	12
22.1	Definitions	12
22.2	Interpretation	13
22.3	Business Days	14
22.4	Parties	14

Date

Parties

Entag Communications ABN 66 162 344 738 trading as Entag (**Entag**)

The party listed as Client in the Statement of Work (**Client**)

Background

- A. Entag is a provider of I.T. managed and consulting services and network and security products.
- B. Client wishes to engage Entag to provide one or more of the Services and / or Goods from time to time for use in, or in connection with the Client's business, operations and services.
- C. This Master Goods and Services Agreement sets out the general terms which will govern the engagement. The particular Goods or Services to be provided by Entag to the Client will be specified in the Statement of Work(s)
- D. The parties wish to formalise their agreement on the terms and conditions of the Master Goods and Services Agreement, as set out below.

Reference Schedule**Entag's Address Details**

Address: 5 Discovery Court, Tenancy 405-407, Birtinya QLD 4575
Electronic Mail: lisa.may@entag.com.au
Attention:

It is agreed

1. Formation and precedence

1.1 Formation and composition

The following are comprised in the Agreement:

- (a) the Master Goods and Services Agreement;
- (b) the applicable Statement of Work; and
- (c) any other document forming part of the Agreement as agreed to in writing by the parties, including tender response documents referenced in the Statement of work

together the **Agreement**.

1.2 Precedence for this Agreement

In the event of any conflict or inconsistency between one or more documents, for interpretation, the following will be the order of precedence:

- (a) the Statement of Work including any special terms and conditions contained therein;
- (b) the terms of the Master Goods and Services Agreement; and
- (c) any other document forming part of the Agreement as agreed to in writing by the parties.

1.3 Prior supply

Any Goods or Services previously supplied by the Entag to the Client which were supplied under a separate written contract are deemed to have been provided or supplied under this Agreement, notwithstanding anything to the contrary.

2. Term

2.1 Term of Master Goods and Services Agreement

The term of the Master Goods and Services Agreement:

- (a) commences on the date the last party signs this Master Goods and Services Agreement; and
- (b) subject to a further rollover term under clause 2.2, continues in force until the Expiry Date, unless otherwise terminated earlier in accordance with clause 19 of the Master Goods and Services Agreement.

2.2 Rollover

Unless:

- (a) one of the parties provide written notice to the other party of an intention to allow the Term to expire prior to the expiration of the Term or a further Term under this clause 2.2 (**Expiry Notice**); or
- (b) the Agreement has been otherwise terminated earlier in accordance with clause 19 of the Agreement,

the Agreement shall automatically renew for a further period of 12 months (on each such occasion), on the terms and conditions of the Agreement.

2.3 Duration

- (a) The duration within which the Services are to be provided by Entag under the Agreement will be specified in each Statement of Work.
- (b) If:
 - (1) a Statement of Work expires; or
 - (2) a party terminates a Statement of Work,then that expiration or termination shall operate with respect to that specific Statement of Work, without affecting the continued operation of the remaining Statement of Work(s) (if any) and the Master Goods and Services Agreement.
- (c) The parties may by mutual agreement, agree to extend the provision of a Service or increase the amount of Goods supplied under a Statement of Work.
- (d) The term of a Statement of Work is specified in each Statement of Work. If a party terminates a Statement of Work, then that termination shall operate with respect to a specific Statement of Work, without affecting the continued operation of the remaining Statement of Work(s) (if any) and the MGSA.

2.4 Services after expiry

If a Statement of Work fixes a term and, for whatever reason, Entag is engaged by Client to perform the Services after expiry of the Term, then (unless otherwise agreed) the terms and conditions of the MGSA, including the Statement of Work, will continue to apply to the engagement on a recurring month-to-month basis as Additional Services, with such variations as the circumstances of the continuing engagement require.

3. Services

3.1 Services

In consideration for Client's payment of the Fees, Entag will provide;

- (a) the Services; and
- (b) Additional Services (if any),

to Client during the Term in accordance with the terms of the Agreement.

3.2 Third party suppliers

As may be agreed in a Statement of Work, Entag may on-supply products supplied by a third party, including Third Party Content. Any supply of such Third Party Content may be subject to additional terms as specified in the Statement of Work.

3.3 Relationship

The parties' relationship is one of principal and independent contractor, not employer and employee, agency or partnership.

3.4 Scope

The parties agree that the precise scope of the Services provided by Entag will be those Services as set out in the respective Statement of Work.

3.5 Outside scope

Any Services, including but not limited to any services provided on a time and materials basis, provided to Client by Entag that may not be included in the Services under a Statement of Work and may not have been included in the Fee (**Additional Services**), will be charged to Client in accordance with the rates and fees agreed beforehand between the parties in writing in the Statement of Work. Any indication of fees (whether provided in writing or otherwise by Entag) for such Additional Services are indicative only, and may be charged differently at the time Client acquires any such Additional Services.

3.6 Statement of Work - Services

- (a) A Statement of Work for Services (or part thereof which pertains to Services) may be provided by Entag to Client at any time.
- (b) Content

Each Statement of Work (or the part thereof which pertains to Services):

 - (1) must be agreed in writing by both parties;
 - (2) must include an acknowledgement that it is accepted on the terms of the Master Goods and Services Agreement (and the Statement of Work, if applicable) in the manner required by clause 1.1(a); and
 - (3) must endeavour to specify the following:
 - (A) a description of the Services;
 - (B) any pricing (**Fees**) and applicable payment schedule; and
 - (C) any special terms and conditions.
- (c) Once agreed, the following applies to a Statement of Work for Services (or the part thereof which pertains to Services):
 - (1) the parties may by mutual agreement, agree to any variations or revisions to the Statement of Work, whether requested by Client or Entag;
 - (2) the Statement of Work must not be terminated, other than in accordance with clause 19.3.

3.7 Subcontractors

- (a) Client agrees that Entag may delegate the performance of any of the Services (or other obligations under the Agreement) to any of its subcontractors.

- (b) Those subcontractors must be contractually obliged to uphold obligations the same as or equivalent to those imposed on Entag under the Agreement with respect only to Intellectual Property Rights (under clause 11) and confidentiality (under clause 12).

4. Support

As may be agreed between the parties in a Statement of Work, Entag may supply Support Services for the Fees.

5. Goods

5.1 Goods

- (a) Entag will make all reasonable efforts to source and supply the Goods (or a suitable equivalent, where the agreed Goods are unavailable) to the Client in accordance with the Agreement during the Term and within any timeframe specified by the Client.
- (b) Unless otherwise expressly agreed in a Statement of Work, Entag will not make recommendations to the Client as to the suitability, operability and interoperability of the Goods with the Client's existing frameworks, hardware or software.

5.2 Statement of Work – Goods

- (a) A Statement of Work for Goods (or the part thereof which pertains to Goods) may be provided by Entag to Client at any time.
- (b) Content

Each Statement of Work (or the part thereof which pertains to Goods):

 - (1) must be agreed in writing by both parties;
 - (2) must include an acknowledgement that it is accepted on the terms of the Master Goods and Services Agreement in the manner required by clause 1.1(a); and
 - (3) must endeavour to specify the following:
 - (A) a description of the Goods;
 - (B) any Fees and applicable payment schedule; and
 - (C) any special terms and conditions.
- (c) Once agreed, the following applies to Statement of Work for Goods (or the part thereof which pertains to Goods):
 - (1) Entag may terminate a Statement of Work at any time if:
 - (A) the Client is in breach of the MGSA;
 - (B) the Client becomes subject to an Insolvency Event;
 - (C) payment of Fees in accordance with the terms agreed in a Statement of Work has not completed; or

(D) Entag is unable to source the type or amount Goods for the Fees agreed;

(2) the parties may by mutual agreement, agree to any variations or revisions to the Statement of Work, whether requested by Client or Entag.

5.3 Outside scope

Any Goods provided to Client by Entag that may not be included in the Goods to be supplied under a Statement of Work and may not have been included in the Fee (**Additional Goods**), will be charged to Client in accordance with the rates and fees agreed beforehand between the parties in writing in the Statement of Work. Any indication of fees (whether provided in writing or otherwise by Entag) for such Additional Goods are indicative only, and may be charged differently at the time Client acquires any such Additional Goods.

5.4 Acceptance or rejection of Goods

(a) If, within seven [7] days after Delivery of Goods to the Client, and notwithstanding payment for or acceptance of the Goods, the Client finds that the Goods do not meet the agreed specifications, standards or other requirements set out in the Agreement, the Client may notify the Goods (**Rejected Goods**) and the following will occur:

- (1) Entag will promptly contact the Client to determine the manner in which the Rejected Goods are deficient and determined suitable resolutions;
- (2) if there is a material defect with the Rejected Goods which means that they cannot be repaired or do not match the specifications, then Entag will arrange for:
 - (A) collection of the Rejected Goods, at its own cost;
 - (B) re-delivery of Goods.

(b) The Client will not be entitled to a refund or credit in respect of the Rejected Goods where the Rejected Goods may be repaired or replaced in accordance with this clause 5.3.

(c) Where the Client does not reject the Goods by the timeframes specified or in the manner set out in clause 5.4(a), the Client will be deemed to have accepted the Goods.

5.5 Transport and Delivery

(a) Entag must, or take reasonable steps to ensure its preferred suppliers, ensure that all Goods are appropriately packed, labelled and loaded so as to reduce the risk of damage in order circumstances during transportation.

(b) All Goods must meet the specification for Goods as listed in a Statement of Work on Delivery and Entag shall not make any substitution of, or variation, to the Goods specified in the Purchase Order without the Client's prior approval.

5.6 Title and risk

- (a) Title to and risk in the Goods will pass from Entag to the Client on Delivery and full payment of the Fees is made to Entag.
- (b) If the Client requires Entag to retrieve the Goods in accordance with the Agreement, then title to and risk in those Goods will pass back to Entag at the time of collection of those Goods by Entag.

6. Suspension

6.1 Suspension

Entag may temporarily suspend (in part or whole, in its absolute discretion) the provision of the Services, Goods or both to Client if:

- (a) Entag is required by law to do so;
- (b) Entag believes (acting reasonably) that Client (or its Personnel) are using the Services, Goods or both to infringe the Intellectual Property Rights of a third party;
- (c) an event of Exceptional Circumstances occurs, which affects or may affect Entag's ability to provide the Services, Goods or both;
- (d) such suspension is pursuant to clause 9.3 (late payment of invoice);
- (e) a subcontractor, suspends or terminates the provision of a product or service that is on-supplied as a Service, Good or both to Client; or
- (f) if Client is in breach of the Agreement.

6.2 Effect of suspension

Suspension in accordance with clause 6.1 will not affect any rights which accrue prior to, or after, suspension of Client's obligations under the Agreement.

7. Third party software licences

7.1 Third Party Content

Client acknowledges and agrees that:

- (a) Entag can (in its sole discretion) make use of Third Party Content when performing the Services, , Goods or both and incorporate such Third Party Content into Deliverables (unless otherwise expressly agreed to by the parties in writing); and
- (b) Third Party Content may be subject to licences or other terms and conditions provided by the relevant third party.

7.2 Compliance

- (a) Client must comply with the licence terms of all Entag software and Third Party Content installed or used in the provision of the Services, Goods or both.
- (b) Client must not do or permit to do any act that breaches, or causes Entag to breach, a software licence installed or used in the provision of the Services, Goods or both.

7.3 Indemnity

Client agrees to indemnify, and keep indemnified, Entag and its Personnel in relation to any and all Loss it incurs or against any Claim by a third party as a result of Client's breach of clause 7.2.

8. General obligations

8.1 Client's obligations

Client must (in addition to any other obligations of Client set out in a Statement of Work):

- (a) where applicable, provide Entag with all reasonable information and access to its software, hardware, premises, systems, information and materials as required by Entag to provide the Services, Goods or Deliverables in accordance with the terms of the Agreement;
- (b) if required, and only where deemed deficient by Entag, agree to purchase and install any resources necessary to enable proper provision of the Services, Goods or the installations, maintenance or use of any Deliverables;
- (c) provide Entag with a list of Client staff authorised to provide instructions and approve Services and Goods requests;
- (d) promptly notify Entag of any event or incident that is likely to, or will impact on the provision of the Services, Goods, Deliverables or any other obligation of Entag (including but not limited to Exceptional Circumstances);
- (e) notify Entag in writing within 5 Business Days of any scheduled or proposed upgrades, patches, or changes to, or installation of, Client's Software, infrastructure or applications which may affect Entag's ability to deliver the Services or Goods;
- (f) pay the Fees in accordance with the terms of the Agreement;
- (g) depending on the Services provided by Entag, comply with the backup procedures recommended by Entag, to the extent such backup procedures are required for the effective provision of the Services by Entag;
- (h) comply with any reasonable direction of Entag, in order for Entag to perform the Services or supply the Goods and comply with its obligations under the Agreement; and
- (i) ensure that its Personnel, and any other person engaged by Client, do not use the Services or Goods to:
 - (1) engage in any illegal or unlawful act;
 - (2) where applicable, make use of any resource supplied by Entag to an excessive extent as deemed by Entag;
 - (3) deliberately damage, interfere or interrupt the Service, or any telecommunications network, equipment, facilities or cabling owned or controlled by Entag or its third

party suppliers, as those things may be configured from time to time;

- (4) create or attempt to create by reverse engineering, disassembly, de-compilations or otherwise, the source code, or underlying ideas, algorithms, structure or organisation from the Services;
- (5) copy, modify, reproduce, reverse engineer, disassemble, de-compile or create any derivative work (as that term is defined in the *Copyright Act 1958* (Cth)) from the Software of Third Party Content;
- (6) expose Entag to Liability; or
- (7) engage in conduct otherwise deemed inappropriate by Entag.

Entag may request Client to stop doing something which Entag reasonably believes is contrary to or inconsistent with this clause 8.1. Client must comply with any such request without undue delay. If Client does not, then Entag may take such steps it considers reasonably necessary to ensure compliance with clause 8.1 or the request.

8.2 Third party dealings

Client agrees to use the Services for its sole benefit and must not redistribute the Services to a third party (including Client's customers) unless:

- (a) a Statement of Work expressly grants such a right; or
- (b) Entag provides its prior written consent (which may but not must be granted on any terms which Entag considers appropriate, in its sole discretion).

8.3 Service limitations

Client acknowledges and agrees that:

- (a) Entag's obligations under the Agreement do not extend to problems:
 - (1) caused by hardware or software faults where the manufacturers have failed to provide an effective code fix or patch for the product. This includes but is not limited to faulty desktop or laptop operating systems, faulty printer drivers and general software;
 - (2) caused by misconfiguration that existed prior to the Commencement Date of the Agreement. Entag's obligations under the Agreement do not extend to problems caused by hardware or software that is not fit for the intended task that was not sourced or installed by Entag;
 - (3) caused by software product conflicts on any device or website that was not sourced or installed by Entag;
 - (4) reasonably known to and understood by Client that Client has failed to bring to the attention of Entag; and
 - (5) caused when Entag has made written recommendations (with reasoning and

detailed justification) to Client for changes to machinery, software, or configurations where such recommendations were not complied with by Client and compliance with the recommendations would have prevented the problems from occurring.

- (b) Entag's ability, and obligation, to provide the Services and Goods is subject to Client complying with its obligations under clause 8.1 and any other limitation or exclusion set out in the Agreement and any applicable Statement of Work;
- (c) unless otherwise expressly included in an Agreement, the cost of third-party application support consumables, software, network upgrades and any associated services are outside the scope of the Services and Goods and are the full responsibility of Client;
- (d) unless otherwise expressly included in a Statement of Work, the maintenance or support of any Deliverables, any server upgrades, network device upgrades and software upgrades are outside the scope of the Agreement;
- (e) unless otherwise expressly included in a Statement of Work, the cost of particular fonts, photography and software requested by Client and required to satisfactorily complete the Deliverables or the provision of the Services or Goods are not included in the Fees and will be charged to Client;
- (f) unless otherwise expressly included in a Statement of Work, Entag is under no obligation to backup or otherwise retain data or applications not included in the Services;
- (g) repairs to Deliverables or any product of the Services or any Goods which are required due to damage caused by independent edits or updates undertaken by Client (whether after or during the completion of Services) that impair the ability of the Deliverable or product of the Services or Goods to function or display properly will be charged by Entag at an hourly rate as per the Rate Card, and there is a one hour minimum charge;
- (h) unless otherwise expressly included in an Statement of Work, the Services do not include redesigning of Deliverables or any product of the Services for compatibility due to changes in Client's instructions or changes in external variables such as the introduction of new browser versions or redesigning to accommodate specific browsers, plug-in technology, screen resolutions or platforms; and
- (i) Entag's obligations under the Agreement do not extend to delivering the Services or Deliverables or Goods which work on, or are compatible with, new platforms or operating environment not specifically detailed in a Statement of Work or other document forming part of the Agreement as agreed to in writing by the parties (including new versions or releases of operating systems).

9. Fees and Payment

9.1 Payment

Client agrees to pay Entag the Fees at such times and in the manner specified in the Agreement, or as otherwise provided in a Statement of Work.

9.2 Credit terms

Client agrees to pay Entag the Fees owing pursuant to clause 9.1 or any other fees owing under the Agreement, within [14] days of being provided with a Tax Invoice from Entag.

9.3 Late or non-payment of invoices

If Client fails to pay an invoice within the time period referred to in clause 9.2, Entag may do any one or more of the following:

- (a) charge interest on the amount owing at 5 percent per month;
- (b) restrict or suspend the Services in accordance with clause 10 below; and/or
- (c) terminate the Agreement or a Statement of Work (as applicable) in accordance with its terms.

9.4 Fees review

- (a) Client agrees that Entag may review and revise the Fees on 14 days' written notice to Client, and subject to clause 9.4(b) not more than once in any 12 months during the Term if applicable.
- (b) Entag may increase the Fees at any time should costs from its suppliers which it uses to provide the Services to Client increase during the Term with 14 days' written notice to Client.

9.5 Indemnity

Client agrees to indemnify, and keep indemnified, Entag and its Personnel in relation to any and all Loss it incurs as a result of Client's breach of any of its obligations in this clause 9.

10. Goods and Services Tax

10.1 GST exclusive

Unless expressly stated to the contrary, all amounts expressed in the Agreement are exclusive of GST.

10.2 Recipient to pay Supplier

- (a) If a party (the Supplier) is obliged under the GST Law to pay an amount of GST for a taxable supply made by the Supplier to another party (the Recipient) under the Agreement, the Recipient must pay the Supplier an amount equal to the GST payable on the supply by the Supplier.
- (b) The Recipient must pay the amount referred to in clause 10.2(a) and any interests, penalties, fines or expenses relating to the GST, in addition to and at the same time as the consideration otherwise payable by the Recipient for the supply.

10.3 Tax Invoice

If requested by the Recipient, the Supplier must provide the Recipient with a Tax Invoice on or before payment of the amounts required by clause 10.2.

11. Intellectual Property Rights

11.1 Entag IP

- (a) No rights of ownership to Entag IP are transferred under the Agreement.

11.2 Provision and ownership of New IP

Subject to clause **Error! Reference source not found.**, upon its creation all New IP:

- (a) will be owned by, vest in, and (to the extent required) be assigned to, Entag; and

11.3 Client Data

All Client Data remains owned by Client.

11.4 Prohibited activities

Each party must not do or permit or omit to do any act which infringes the Intellectual Property Rights of the other party (or its licensors).

11.5 Notification of infringement claim

Each party must notify the other party within 5 Business Days if it becomes aware of:

- (a) any actual or suspected infringement by a third party of a party's Intellectual Property Rights; or
- (b) any actual or threatened Claim by a third party that its Intellectual Property Rights have or will be infringed by any act or omission by a party in connection with the Agreement.

12. Confidential Information

12.1 Disclosure

- (a) A party must not, without the prior written approval of the other party, disclose the other party's Confidential Information.
- (b) Each party must take all reasonable steps to ensure that its employees and agents, any sub-contractors, or persons otherwise engaged for the purposes of the Agreement, do not make public or disclose the other party's Confidential Information.
- (c) A party is not in breach of this clause 12.1 in circumstances where it is legally compelled to disclose the other party's Confidential Information.
- (d) Notwithstanding any other provision of this clause 12.1, the parties may disclose the terms of the Agreement (other than Confidential Information of a technical nature) to its related companies, solicitors, auditors, insurers and accountants.

12.2 Return of Confidential Information

Each party must on demand, return to the other party any Confidential Information supplied by the other party in connection with the Agreement.

12.3 Security and unauthorised access

- (a) Each party must ensure that all information and Materials of the other party (or its agents or contractors) in the custody of that party for purposes connected with the Agreement are protected at all times from unauthorised access or use by a third party, and from misuse, damage or destruction by any person.
- (b) Client must ensure compliance with all security regulations, procedures or directions as may be given by Entag from time to time relating to the Confidential Information or access to Entag's Confidential Information.

13. Privacy Law

13.1 Client's consent to transfer of personal information

- (a) Client consents, acknowledges and agrees that:
- (1) any Personal Information disclosed to Entag may be disclosed to, and or stored, on infrastructure used by Entag outside Australia, or as is otherwise provided in the Statement of Work; and
- (2) by entering into the Agreement, Client expressly agrees and consents to, and will procure the consent of its Personnel to, the disclosure or use of any Personal Information outside of Australia in the manner permitted by this clause.
- (b) In providing this consent Client understands and acknowledges that countries outside Australia do not always have the same privacy protection obligations as Australia in relation to Personal Information.

13.2 Privacy protection obligations

By providing Client's consent, under Privacy Law, Australian Privacy Principle 8.1 in Privacy Law (to the extent applicable) does not apply to disclosures referred to in clause 13.1(a).

14. Liability

14.1 Consumer guarantees

- (a) Entag's Services may come with guarantees that cannot be excluded under the Australian Consumer Law.
- (b) The following applies where the Australian Consumer Law applies and any warranties against defects are offered to Client by Entag under this Agreement:
- (1) Entag's goods and services come with guarantees that cannot be excluded under the Australian Consumer Law.
- (2) For major failures with the services, Client is entitled:
- (A) to cancel the service contract with Entag; and

(B) to a refund for the unused portion of, or compensation for its reduced value.

(3) Client is also entitled to choose a refund or replacement for major failures with the goods. If a failure with the goods or a service does not amount to a major failure, Client is entitled to have the failure rectified in a reasonable time. If this is not done, Client is entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. Client is also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure with the goods or services.

14.2 Exclusion of liability

- (a) To the extent permitted by law and without limitation to clause 14.1, in no event will Entag be Liable to Client for Consequential Loss, even if Entag has been made aware of the possibility of such Consequential Loss prior to entering into the Agreement.
- (b) To the extent permitted by law, in no event will Entag be Liable to Client for loss or corruption of Client Data (including as arising out of actions of a subcontractor) even if Entag has been made aware of the possibility of such loss or corruption of Client Data prior to entering into the Agreement.
- (c) Client acknowledges and agrees that to the extent a Deliverable, the Services or Goods include Software, that Software is never error or defect free, and that the mere presence of defects or errors in Software will not constitute a breach of Entag's obligations under the Agreement.
- (d) Client acknowledges and agrees that the effectiveness of any application, methodology or process used by Entag in delivering the Services or the Goods, as supplied, may be dependent on external factors controlled by Client or third parties, and any errors, incompatibilities or adverse effects that occur as a result of Client's or a third party's actions:
 - (1) after the Commencement Date; or
 - (2) on or before the Commencement Date, that could not be ascertained or foreseen by Entag (to be determined by Entag, acting reasonably),
 including but not limited to:
 - (3) substantial changes in attendance numbers for training services;
 - (4) changes to Client's digital operating environment;
 - (5) changes in algorithms, processes, upgrades, updates, new releases and patches; or
 - (6) any other changes to variables relied on by Entag to deliver the Services,

do not constitute a breach of Entag's obligations under the Agreement.

- (e) Client agrees that, upon successful delivery to Client of the Deliverables (and the provision to Client of any related access) or Delivery of the Goods under the Agreement, Entag relinquishes any responsibility or Liability in relation to said Services, Deliverables or Goods, such that the operability, configuration and functionality of any Deliverables or Goods becomes the sole responsibility of Client.
- (f) Unless otherwise specified, neither party is liable to third parties regarding, or arising out of or in connection with, the Agreement.

14.3 Implied terms

To the full extent permitted by law, any term which would otherwise be implied into the Agreement is excluded. If any law implies or imposes terms into the Agreement which cannot be lawfully excluded, such terms will apply, save that the liability of Entag for breach of any such term will be limited in accordance with clause 14.4(a).

14.4 Limitation of liability

(a) Re-performance

To the extent Entag is found Liable in connection with the Agreement, its Liability shall be limited (at the option of Entag) to any one or more of the following:

- (1) re-supplying the Services to which the Liability relates or the supply of equivalent services, as applicable;
- (2) re-supplying the Goods to which the Liability relates or the supply of equivalent Goods, as applicable; or
- (3) reimbursing Client (subject to clause 14.4(b)) for paying someone else to supply the Services or Goods which the Liability relates.

(b) Liability cap

If Entag is Liable in connection with the Agreement (whether in contract, tort, indemnity or statute), then irrespective of anything else in the Agreement, Entag's cumulative Liability in the aggregate (to the fullest extent permitted by law) shall in no event exceed an amount equal to:

- (1) for Liability arising out of or in connection with Services, the sum of the Fees paid by Client to Entag in relation to the relevant Services, in the 3 months preceding the date on which the Liability arose; or
- (2) for Liability arising out of or in connection with the supply of Goods, the Fees paid by the Client to Entag for the Goods pursuant to the particular Statement of Work; or
- (3) for Liability arising out of or in connection with Services and the supply of Goods, the cumulative Fees paid by Client to Entag for the Goods and Services, in the 3 months preceding the date on which the Liability arose.

This clause 14 does not exclude or limit Client's obligation to pay the Fees and all other amounts payable under the Agreement.

15. Indemnity

Client indemnifies, and will keep indemnified, Entag, its Related Entities and Personnel, successors and assigns (**Indemnified Persons**) against any and all:

- (a) Claims (including reasonable attorney's fees and disbursements) against Indemnified Persons; or
- (b) Loss suffered by Indemnified Persons, arising from or in connection with:
 - (c) any fraud or wilful misconduct of Client or its Personnel under or in connection with the Agreement;
 - (d) Client's alleged infringement or misappropriation of Entag's or a third party's Intellectual Property Rights;
 - (e) Client's breach of clause 12 (Confidential Information).

16. Warranty

16.1 Entag warranty

- (a) Entag warrants to Client:
 - (1) that it has the full right and title to enter into the Agreement and to grant the rights it sets out to Client;
 - (2) that the Services will be performed with due care and diligence; and
 - (3) that the Goods procured and supplied will be timely and fit for the purpose advised by the Client.
- (b) Entag makes no warranty in relation to the compatibility of any service or good it provides with Client's infrastructure, IT systems or websites.

16.2 Client warranty

Client warrants to Entag:

- (a) that it has full right and title to enter into the Agreement and to grant the rights it sets out to Entag;
- (b) that no information has been withheld from Entag that may affect Entag's decision to enter into the Agreement; and
- (c) that it has satisfied itself of the content of the Agreement and, if necessary, obtained independent advice from a relevant expert to confirm same before entering into it.

17. Transition out

- (a) Unless otherwise agreed in writing between the parties, in no way is Entag required to provide any assistance to facilitate the transition of Client Data or anything else reasonable necessary to migrate

the Services to Client or any nominee of Client (including alternate service providers).

- (b) Entag is entitled to charge reasonable fees to Client for any transition related services.

18. Disputes

18.1 Dispute Resolution Process

- (a) Subject to this clause 18.1, a party claiming that a dispute or disagreement has arisen out of, or in connection with, the Agreement (**Dispute**) will, within five Business Days of the Dispute arising, give written notice to the other party providing particulars of the Dispute (**Notice of Dispute**) and designating which of its Authorised Officers has authority to settle the Dispute.
- (b) The parties must, at such location as agreed between the parties in writing within five Business Days of receipt of the Notice of Dispute in accordance with subclause 18.1(a), seek to resolve the dispute amicably.
- (c) If the Dispute has not been resolved within ten Business Days (or such other time as mutually agreed between the parties) of receipt of the Notice of Dispute in accordance with subclause 18.1(a), the parties agree to refer the dispute to mediation administered by a mediator recommended and accredited by Resolution Institute in accordance with Resolution Institute's professional mediation rules.
- (d) If the Dispute has not been resolved within 20 Business Days of receipt of the Notice of Dispute in accordance with subclause 18.1(a) then (on the basis that the exhaustion of the dispute resolution process set out in this clause 18.1 is a condition precedent to the right of either party to commence court proceedings in relation to the Dispute) the party who first served the Notice of Dispute may commence litigation.
- (e) Any mediation discussions and proceedings undertaken in accordance with clause 18.1 constitute Confidential Information and must take place in Western Australia, Australia (or such other location as the parties may agree between themselves in writing).

18.2 Urgent relief

Despite the condition precedent referred to in subclause 18.1(c), nothing in the Agreement shall prevent either party seeking injunctive or urgent declaratory relief for any matter (including to protect Confidential Information) arising out of, or in connection with, the Agreement.

18.3 Obligations continue

Despite the existence of a Dispute, each party will at all times continue to fulfil all obligations under the Agreement, including in respect of confidentiality.

19. Termination

19.1 Termination for cause

- (a) Either party may terminate the Agreement immediately by written notice upon the occurrence of one of the following events:
- (1) if the other party is in breach of the Agreement and that other party has failed to remedy that breach within thirty (30) days of a written notice to it from the first-mentioned party, specifying the breach and requiring it to be remedied;
 - (2) an Insolvency Event occurs in respect of the other party;
 - (3) cessation of the supply of a Third Party Content that affects Entag's ability to supply the Services; and
 - (4) an Exceptional Circumstance has been continuing for 120 days or more since the date on which it first arose.

19.2 Termination for convenience

- (a) The Agreement may be terminated by the mutual written agreement of the parties.
- (b) Entag may terminate the Agreement for any reason, upon providing Client with 30 days' prior written notice of such termination. In this case, the Agreement terminates at the expiration of the period of notice.

19.3 Statement of Work Termination

Either party may terminate a Statement of Work immediately by written notice upon occurrence of one of the following events, unless expressly provided otherwise in the Agreement:

- (a) if the other party is in breach of the Agreement and that other party has failed to remedy that breach within thirty (30) days of a written notice to it from the first-mentioned party, specifying the breach and requiring it to be remedied;
- (b) an Insolvency Event occurs in respect of the other party; and
- (c) any other event specified in a Statement of Work, as agreed between the parties.

19.4 No prejudice of rights

Termination shall not prejudice or affect any right or action which shall have accrued or shall thereafter accrue to either party.

19.5 Consequences of Termination

Upon termination of the Agreement:

- (a) Entag will cease performing the Services;
- (b) Entag will cease to supply the Goods, with the exception of any Goods which have been paid for by the Client but not yet Delivered;
- (c) all money due by Client to Entag under any Statement of Work must be paid in full;

- (d) where applicable, each Statement of Work (if any) terminates immediately;
- (e) each party must return to the other party of (if requested by the other party) destroy, all Confidential Information belonging to the other party;
- (f) Client must grant Entag and/or its authorised representatives or agents, the right of reasonable access to any of its records, sites and Materials that are related to the Agreement, any Statement of Work; and
- (g) upon the termination of the Agreement by Entag under clause 19.1, Entag may issue a Tax Invoice to Client for:
 - (1) a portion of remaining Fees chargeable to Client during the Term, which, acting reasonably, Entag considers represents its costs arising from termination of the Agreement; and
 - (2) any fees and costs incurred or that will be incurred and cannot reasonably be avoided or mitigated, including Third Party Content, as a result of termination of the Agreement.

19.6 Acknowledgement

- (a) Client acknowledges that all amounts payable in accordance with clause 19.5(g), as applicable, represent Entag's genuine pre-estimate of the loss likely to be suffered by Entag if the Agreement is terminated prior to the end of the Term, and such sums will not be construed as a penalty.
- (b) Without limiting any other rights Entag may have, Entag may:
 - (1) recover such amounts payable to it in accordance with clause 19.5(g) on demand; or
 - (2) deduct such amounts payable to it in accordance with clause 19.5(g) from any amounts that may be payable by it to Client under the Agreement.
- (c) If Entag is entitled to be paid such amounts in accordance with clause 19.5(g), this does not limit Entag's right to enforce any other right or remedy it may have against Client or relieve Client from its obligations under the Agreement.

19.7 Survival

The following clauses survive termination of the Agreement: clause 7 (Third party Software), clause 11 (Intellectual Property Rights); clause 12 (Confidential Information), clause 13 (Privacy Law), clause 14 (Liability); clause 15 (Indemnity), clause 19.5 (Consequences of Termination); 19.6 (Acknowledgement) and this clause 19.7.

20. Force Majeure

20.1 Suspension of obligations

If a party (**Affected party**):

- (a) is prevented from, or delayed in, performance of an obligation (other than an obligation of Client to pay

money) by an event of Exceptional Circumstance; and

- (b) the Affected party, as soon as possible after the event of Exceptional Circumstance notifies the other party providing particulars of:
- (1) the event of Exceptional Circumstance;
 - (2) the anticipated period of delay; and
 - (3) the action (if any action is reasonably possible) the Affected party intends to take to mitigate the effect of the delay,

then those obligations of the Affected party are suspended for the duration of the event of Exceptional Circumstance.

20.2 Obligations on other party

The party which is not the Affected party must use all reasonable endeavours to remove or mitigate its Loss arising from, and the effects of, the event of Exceptional Circumstance.

21. Miscellaneous

21.1 Notices

The parties may give each other notice under the Agreement by email or by post at the address details specified in the Reference Schedule.

21.2 Governing Law; Jurisdiction

These terms will be governed by and construed in accordance with the laws of Queensland, Australia and the parties submit to the non-exclusive jurisdiction of the Courts of Queensland, Australia.

21.3 Exercise rights

A single or partial exercise or waiver by a party of any right under or relating to the Agreement will not prevent any other exercise of that right or the exercise of any other right.

21.4 Assignment

- (a) Entag may assign, transfer or novate all or any part of its rights or obligations under or relating to the Agreement or grant, declare, create or dispose of any right or interest in it by providing Client with 30 days' prior written notice.
- (b) Client must not assign, transfer or novate all or any part of its rights or obligations under or relating to the Agreement or grant, declare, create or dispose of any right or interest in it, without the prior written consent of Entag (which Entag may in its sole discretion grant, refuse, or grant on conditions it determines reasonable in the circumstances).
- (c) Change of Control
For the purposes of this clause 21.4, a Change of Control in respect of Client will be deemed to be an assignment enlivening the operation of clause 21.4(b).

21.5 Severability

If a provision of the Agreement is illegal, invalid, unenforceable or void in a jurisdiction it is severed for that jurisdiction and the remainder of the Agreement has full

force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected.

21.6 Further assurance

Each party must promptly at its own cost do all things (including executing and delivering all documents) necessary or desirable to give full effect to the Agreement and the transactions contemplated by it.

21.7 Costs

Each party is responsible for all its own costs incurred in the negotiation and performance of the Agreement including legal costs.

21.8 Taxes

Client must:

- (a) pay all Taxes which may be payable or determinable in connection with the execution, delivery, performance or enforcement of the Agreement or any payment or receipt or of any transaction contemplated by the Agreement; and
- (b) indemnify Entag against any liabilities resulting from any delay or omission by Client to pay any Taxes.

21.9 Time

- (a) Time is of the essence of the Agreement.
- (b) If the parties agree to vary a time requirement, the time requirement so varied is of the essence of the Agreement.
- (c) An agreement to vary a time requirement must be in writing.

21.10 Variation

An amendment or variation to the Agreement is not effective unless it is in writing and signed by the parties.

21.11 Waiver

- (a) A party's waiver of a right under or relating to the Agreement, whether prospectively or retrospectively, is not effective unless it is in writing and signed by that party.
- (b) No other act, omission or delay by a party will constitute a waiver of a right.

21.12 Counterparts

This Agreement may be executed in any number of counterparts each of which will be considered an original but all of which will constitute one and the same instrument. A party who has executed a counterpart of the Agreement may deliver it to, or exchange it with, another party by emailing a pdf (portable document format) copy of, the executed counterpart to that other party.

21.13 Whole agreement

This Agreement:

- (a) is the entire agreement and understanding between the parties relating to the subject matter of this agreement; and
- (b) supersedes any prior agreement, representation (written or oral) or understanding on anything connected with that subject matter.

22. Definitions and interpretation

22.1 Definitions

In the Agreement:

Additional Goods has the meaning given to it in clause 5.3.

Additional Services has the meaning given to it in clause 3.5.

Agreement means has the meaning given to that term in clause 1.1.

Affected party is a party referred to in clause 20.1.

Australian Consumer Law means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

Authorised Officer of a party which is a corporation means:

- (a) an employee of the party whose title contains either of the words Director or Manager;
- (b) a person performing the function of any of them;
- (c) a solicitor acting on behalf of the party; or
- (d) a person appointed by the party to act as an Authorised Officer for the purposes of the Agreement and notified to the others.

Business Day means:

- (a) if determining when a notice, consent or other communication is given, a day that is not a Saturday, Sunday or public holiday in the place to which the notice, consent or other communication is sent; and
- (b) for any other purpose, a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Western Australia, Australia.

Change of Control means a change in: control of the composition of the board of directors of the corporation; control of more than half the voting rights attaching to shares in the corporation; or control of more than half the issued shares of the corporation (not counting any share which carries no right to participate beyond a specified amount in the distribution of either profit or capital).

Claim means, in relation to a person, any action, allegation, claim, demand, judgment, liability, proceeding, remedy, right of action or right of set-off made against the person concerned however it arises whether:

- (a) it is present, unascertained, immediate, future or contingent;
- (b) it is based in contract, tort, statute or otherwise; or
- (c) it involves a third party or a party to the Agreement.

Client Data means all data made available by Client to Entag for the provision of the Services to Client (excluding anything embodying the proprietary rights, including Intellectual Property Rights, of Entag or its Related Entities).

Commencement Date means the earlier of the date Client accepts the Statement of Work, or the date the Agreement was signed by the last of the parties. The Commencement Date of any particular Statement of Work may be later than

the Commencement Date of the Agreement and that will not affect the Agreement.

Confidential Information means, in relation to each party (for the purposes of this definition, **Discloser**), all information disclosed by or on behalf of the Discloser, concerning or relating to:

- (a) the fee and remuneration structure set out in the Agreement;
- (b) know-how, trade secrets, ideas, marketing strategies, operational information, technical information and financial information;
- (c) proprietary software tools, business processes, project management methodologies and tools, software testing and verification methods, solution architecture models and solutions;
- (d) its business affairs (including products, services, customers and suppliers); and
- (e) other information, which, by its nature or by the circumstances of its disclosure, is or could reasonably be expected to be regarded as confidential,

but excluding any such information:

- (f) which is publicly known;
- (g) which is disclosed to the other party without restriction by a third party (other than the Discloser) and without any breach of confidentiality by that third party; or
- (h) which is developed independently by other party without reliance on any of the confidential information.

Consequential Loss means any of the following: loss of revenue; loss of profits; loss of opportunity to make profits; loss of business; loss of business opportunity; loss of use or amenity, or loss of anticipated savings; loss of data; special, exemplary or punitive damages; and any loss which does not directly and naturally flow in the normal course of events from the occurrence of the event giving rise to the liability for such loss, whether or not such loss was in the contemplation of the parties at the time of entry into the Agreement, including any of the above types of loss arising from an interruption to a business or activity.

Corporations Act means the *Corporations Act 2001* (Cth).

Delivery means the delivery of the Goods to the Delivery Address.

Delivery Address means the address specified in the Statement of Work.

Deliverables means the specific Materials which are expressly designated in an Statement of Work to be provided to Client by Entag.

Entag IP means all Intellectual Property Rights created, owned or licensed by or to Entag independently of the Agreement, including software architecture, solution models, graphic design content, design ideas and concepts.

Exceptional Circumstance means a circumstance beyond the reasonable control of the parties which results in a party

being unable to observe or perform on time an obligation under the Agreement. Such circumstances include:

- (a) adverse changes in government regulations;
- (b) any disaster or act of God, lightning strikes, atmospheric disturbances, earthquakes, floods, storms, explosions, fires and any natural disaster;
- (c) acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution, cyber attacks, viruses or malware, data loss as a result of the actions of a third party;
- (d) strikes or industrial disputes;
- (e) materials or labour shortage; and
- (f) acts or omissions of any third party network providers (such as internet, telephony or power provider).

Fees means the fees payable by Client for the Services and Goods, as set out in each Statement of Work and may include, but is not limited to any fees for the Services and Goods and any Additional Services and Additional Goods.

Goods means the goods to be sourced and provided by Entag to the Client from time to time during the Term, as set out in the Statement of Work.

GST has the meaning given in the GST Law.

GST Law means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Insolvency Event means an event of bankruptcy or insolvency, an assignment for the benefit of creditors, the appointment of a receiver, receiver and manager, provisional liquidator, liquidator and official manager or any similar person to any assets of a person, a failure to comply with a statutory demand, or anything else which occurs which is analogous or has a substantially similar effect, under the laws of any jurisdiction, or the person is otherwise insolvent or unable to pay its debts as and when they fall due.

Intellectual Property Rights means all current and future registered and unregistered rights in respect of copyright, circuit layouts, designs, trade marks, know-how, confidential information, patents, inventions, plant breeder's rights and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.

Liability means any liability, debt or obligation, whether actual, contingent or prospective, present or future, qualified or unqualified or incurred jointly or severally with any other person.

Loss means any loss (including Consequential Loss), claims, actions, liabilities, damages, penalties, fines, settlements, expenses, diminution in value or deficiency of any kind whether direct, indirect, consequential or otherwise.

Master Goods and Services Agreement or MGSA means this document, being the master goods and services agreement and its schedules and annexures.

Material means property, information, software, firmware, documented methodology or process, documentation or other material in whatever form, including any reports,

specifications, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions, and the subject matter of any category of Intellectual Property Rights.

New IP means any and all Intellectual Property Rights created in the course of, or connection with, the performance of the Services or this Agreement.

Personal Information has the meaning given in the Privacy Law.

Personnel means in relation to a party, any Related Body Corporate, Related Entity, employee, officer, agent, contractor, professional adviser of that party.

Privacy Law means the *Privacy Act 1988* (Cth).

Rate Card means the rates for ad-hoc Additional Services, as stated by Entag to Client from time to time.

Reference Schedule means the schedule at the beginning of the Agreement.

Related Body Corporate includes any corporation that is deemed to be related to a person by virtue of the provisions of the *Corporations Act*.

Related Entity means a person which is a related entity within the meaning of that term in section 9 of the *Corporations Act*.

Services means the services (including, if any, Support Services) to be provided by Entag from time to time during the Term, as set out in the Statement of Work.

Software means and includes all source code, object code and/or macros, modifications and developments of that software, and new releases or versions of that software.

Statement of Work means a document prepared by Entag detailing the scope of Services required to be provided by Entag to Client and the Services Fee for those Services, which is agreed by both of the parties.

Support Services means general support, such as basic queries, bug fixes and patches, as agreed in the Statement of Work to be supplied by Entag to the Client from time to time.

Tax means any present or future tax, levy, deduction, impost, withholding, charge or duty which is levied or imposed by any government body together with any interest, penalty or fine on those amounts.

Tax Invoice means a "tax invoice" compliant with the requirements of the GST Law.

Term has the meaning given in clause 2.1.

Third Party Content means any Software, Intellectual Property Rights or Material which is owned by a third party and includes (but is not limited to) open source Software.

Where a term used in the Agreement appears in bold type in the Reference Schedule, that term has the meaning shown opposite it in the Reference Schedule.

22.2 Interpretation

- (a) Unless the contrary intention appears, a reference in the Agreement to:
 - (1) the Agreement or another document includes any variation or replacement of it

- despite any change in the identity of the parties;
 - (2) one gender includes the others;
 - (3) the singular includes the plural and the plural includes the singular;
 - (4) a person, partnership, corporation, trust, association, joint venture, unincorporated body, government body or other entity includes any other of them;
 - (5) an item, recital, clause, subclause, paragraph, schedule or attachment is to an item, recital, clause, subclause, paragraph of, or schedule or attachment to, the Agreement and a reference to the Agreement includes any schedule or attachment;
 - (6) a party includes the party's executors, administrators, successors, substitutes (including a person who becomes a party by novation) and permitted assigns;
 - (7) any statute, ordinance, code or other law includes regulations and other instruments under any of them and consolidations, amendments, re-enactments or replacements of any of them;
 - (8) money is to Australian dollars, unless otherwise stated; and
 - (9) a time is a reference to Western Australia, Australia time unless otherwise specified.
- (b) The words include, including, such as, for example and similar expressions are not to be construed as words of limitation.
 - (c) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
 - (d) Headings and any table of contents or index are for convenience only and do not affect the interpretation of the Agreement.
 - (e) A provision of the Agreement must not be construed to the disadvantage of a party merely because that party or its advisers were responsible for the preparation of the Agreement or the inclusion of the provision in the Agreement.
- 22.3 Business Days**
- (a) If anything under the Agreement must be done on a day that is not a Business Day, it must be done instead on the next Business Day.
 - (b) If an act is required to be done on a particular day, it must be done before 5.00pm on that day or it will be considered to have been done on the following day.
- 22.4 Parties**
- (a) If a party consists of more than one person, the Agreement binds each of them separately and any two or more of them jointly.
- (b) An agreement, covenant, obligation, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them separately.
 - (c) An agreement, covenant, obligation, representation or warranty on the part of two or more persons binds them jointly and each of them separately.

