

# Agreement for Supply of Goods and Services – Terms & Conditions

## 1 Supplier's Acknowledgement

---

The Supplier acknowledges and agrees that an Order made under this Agreement does not impose an obligation on CFS to acquire the Supplier's goods or services other than the Goods and/or Services specified in the Order.

The Supplier acknowledges that CFS has offered the opportunity to negotiate or discuss any of the terms contained in this Agreement by contacting its procurement team on [CFSProcurement@cfs.com.au](mailto:CFSProcurement@cfs.com.au).

## 2 Definitions and Interpretation

---

In this Agreement:

**AFCA** means the Australian Financial Complaints Authority.

**Affected Personnel** has the meaning given in clause (B).

**Agreement** means:

- (a) these Terms and Conditions;
- (b) each Order; and
- (c) where there is such an agreement in place, the Subsisting Principal Agreement.

**AML/CTF** means anti-money laundering and counter-terrorism financing.

**AML/CTF Act** means the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth), as amended, replaced, or superseded from time to time.

**AML/CTF Program** means the AML/CTF program that CFS has implemented and is maintaining for the purposes of the AML/CTF Requirements.

**AML/CTF Requirements** means:

- (a) the requirements of the AML/CTF Act and any regulations and rules made in connection with the AML/CTF Act; and
- (b) any directions given by a Government Agency in relation to the AML/CTF Act.

**Anti-Corruption Laws** means:

- (a) the *Australian Criminal Code Act 1995* (Cth);
- (b) the *United States of America Foreign Corrupt Practices Act* of 1977;
- (c) the *United Kingdom Bribery Act 2010*;
- (d) the *National Anti-Corruption Commission Act 2022* (Cth); and
- (e) any other applicable Laws which have as their objective the prevention of corruption).

as those Laws are amended, replaced, or superseded from time to time.

**Approved Jurisdictions** means those countries designated by CFS from time to time as locations at which servers may be operated by the Supplier for the purposes of storing names, title and work contact details of CFS employees only.

**APRA** means the Australian Prudential Regulation Authority.

**ASIC** means the Australian Securities and Investments Commission.

**ASX** means the Australian Securities Exchange.

**Associated Person** means a person or entity (including all officers, employees, agents, contractors, and any person, including any subsidiaries or controlled entities) who performs (or has performed) services for or on behalf of the Supplier (including any of the Supplier Personnel).

**Auditor** has the meaning given to it in clause 15(a).

**Business Day** means a day on which banks are open for general banking business in Sydney, Australia (not being a Saturday, Sunday or public holiday in that place).

**CFS** means Superannuation and Investments Services Pty Ltd (ABN 90 646 698 160).

**CFS Data** means all data and information (including CFS Personal Information) relating to any CFS Group Member and any of their respective operations, customers or clients, Personnel, assets, products, sales and transactions, beneficiaries or members of any trust or managed scheme of which a CFS Group Member is trustee or responsible entity in whatever form that information may exist, including any data produced, generated or processed in the provision of the Goods or Services, and includes any database in which that data or information is contained, any documentation or records related to that data or information, any products (including new data or information) resulting from the use or manipulation of that data or information, any other data and other information entered into, generated by, stored by, or processed by any CFS equipment, and any data or information pertaining to the Supplier's provision of the Services (excluding the Supplier material and data or Confidential Information owned by the Supplier).

**CFS Group** means CFS, any Related Body Corporate of CFS, any entity that is Controlled by, Controls or is under common Control with CFS, any joint venture in which CFS or its Related Body Corporate owns 50% or more of the relevant ownership interest, and any other entity nominated by CFS from time to time, in which CFS or its Related Body Corporate has an equity, business or other right or interest.

**CFS Group Member** means any member of the CFS Group.

**CFS Group Whistleblower Policy** means the group whistleblower policy as set out and hereby notified to the Supplier at CFS Group's website (<https://www.cfs.com.au/about-us/corporate-governance/policies-and-practices.html>) and as may be updated from time to time.

**CFS Personal Information** means Personal Information collected by a CFS Group Member, or has been provided by a CFS Group Member, or has been collected, accessed or used by the Supplier in the course of performing its obligations under this Agreement or otherwise in connection with this Agreement.

**CFS Policies** means CFS's policies, procedures, standards, processes, operating principles, guidelines, technology strategies, technical data and application architectures as amended from time to time.

**CFS Third Party Code of Conduct** means the third party code of conduct as set out and hereby notified to the Supplier at CFS Group's website (<https://www.cfs.com.au/about-us/corporate-governance/policies-and-practices/CFS-Third-party-Code-Of-Conduct.html>) and as may be updated from time to time.

**Confidential Information** of a party means any information:

- (a) regarding the terms of this Agreement, or the commercial arrangements between the parties;
- (b) designated by that party as Confidential Information;
- (c) which is by its nature confidential or which is otherwise designated as confidential by that party;

- (d) which the recipient knows, or ought to know, is confidential; and
- (e) where CFS is the disclosing party:
  - (i) CFS Data;
  - (ii) information regarding the business or affairs of CFS Group Members;
  - (iii) information regarding any customer, client or Personnel of, or other persons doing business with, any CFS Group Member; and but does not include information that is:
- (f) in the public domain otherwise than as a result of a breach of this Agreement or another obligation of confidence;
- (g) independently developed by the recipient; or
- (h) already known by the recipient independently of its interaction with the disclosing party and free of any obligation of confidence.

**Control** means the legal, beneficial or equitable ownership, directly or indirectly, of 50% or more of the capital stock (or other ownership interest, if not a corporation) of such entity ordinarily having voting rights or the possession, directly or indirectly of the power to direct or cause the direction of the management and policies of such entity, by contract or otherwise.

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

**Data Breach** means any:

- (a) breach of Privacy Laws;
- (b) unauthorised Processing, disclosure, use, modification or access, or attempted unauthorised disclosure, use, modification or access, or misuse or loss of, CFS Data or CFS Personal Information;
- (c) engaging a subcontractor to process CFS Personal Information without CFS's prior approval; or
- (d) act or practice of the Supplier or Supplier Personnel which constitutes an "interference with the privacy of an individual" (as that expression is defined in the Privacy Act).

**Data Contravention** has the meaning given to that term in clause 19(g)(i)(A).

**Data Incident** has the meaning given to that term in clause 19(g)(i).

**Due Date** means the date that the Goods and/or Services are required for delivery by CFS, as stated in an Order or otherwise agreed by the parties.

**Effective Date** means the date of the first Order entered into by the parties under this Agreement.

**Electronic Certificate** has the meaning given in clause 21(b)(i).

**GDPR** means the *General Data Protection Regulation (EU) 2016/679* as amended from time to time.

**Goods** means the goods supplied or to be supplied by the Supplier to CFS under the Agreement, as specified in an Order, from time to time.

**Government Agency** means any governmental, semi-governmental, administrative, regulatory, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity in the Territory or any other jurisdiction applicable to the exercise of a right or the performance of an obligation under this Agreement.

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

**Insolvent** has the meaning given to it in the Corporations Act.

**Intellectual Property Rights** means all industrial and intellectual property rights throughout the world and includes rights in respect of copyright, patents, trademarks, designs, trade secrets, know-how, Confidential Information and circuit layouts and any application or right to apply for registration of any such rights,

**IPR Claim** means any claim, action or proceeding alleging that the use, modification, adaptation or any other exploitation of the Goods, Services or any other work product infringes the Intellectual Property Rights or Moral Rights of any person and includes any claim, action, proceeding, damage, loss, liability, cost, charge, expense or outgoing, of whatever nature, suffered or incurred by CFS arising out of or in connection with such a claim.

**Labour Hire Licence** means a licence granted in accordance with any Law that governs the licensing and regulation of labour hire services.

**Law** means any one or more of the following:

- (a) legislation, including regulations, by-laws and other subordinate legislation and/or a decision by a Government Agency, statutory tribunal, Commonwealth of Australia authorities or commissions and similar governmental body;
- (b) treaties, conventions, agreements, compacts and similar instruments that have been ratified or adopted by the Commonwealth of Australia or by a relevant foreign government;
- (c) common law and equity;
- (d) guidelines, policies and codes of the Commonwealth of Australia, and States and Territories of Australia, with which CFS or the Supplier is legally required to comply; and
- (e) the rules applicable to CFS from time to time as a financial services product provider under any relevant legislation, including under the prudential standards and guidelines issued by APRA and any legislative instrument or class order relating to matters within the jurisdiction of and regulation by the Australian Securities and Investments Commission.

**Loss** means any loss, liability, damage, costs and expenses (including legal fees, disbursements, costs of litigation, settlement, judgment, interest and penalties and external costs of investigation).

**Loss of Data** has the meaning given to that term in clause 19(g)(i)(C).

**ML/TF Risk** means the risk faced by CFS that the provision of services by it, or the provision of the Services to CFS by the Supplier, might involve or facilitate money laundering or the financing of terrorism.

**Modern Slavery Laws** means:

- (a) the Modern Slavery Act 2018 (Cth), the Modern Slavery Act 2018 (NSW), the Modern Slavery Act 2015 (UK) and any relevant regulations or ancillary legislation published in respect of those Laws; or
- (b) any similar modern slavery legislation (or any other Laws which prohibit exploitation of a worker, human trafficking, slavery, servitude, forced labour, debt bondage or deceptive recruiting for labour or services or similar types of conduct) in another jurisdiction in which either party is registered or conducts business or with which is otherwise required to comply,

as those Laws are amended, replaced or superseded from time to time.

**Modern Slavery Offence** means:

- (a) any offence set out in section 1 or section 2 of the Modern Slavery Act 2015 (UK);

- (b) any conduct which would constitute 'modern slavery' under the Modern Slavery Act 2018 (Cth); and
- (c) any other conduct or practices which amount to an offence under any of the Modern Slavery Laws.

**Moral Rights**” has the meaning given to that term in the *Copyright Act 1968* (Cth).

**NPHC** has the meaning given in clause 21(b)(ii).

**OAIC** means the Office of the Australian Information Commissioner.

**Order** means an offer to purchase Goods and/or Services constituted by the official written purchase order of CFS signed by a person authorised by CFS for that purpose and issued by CFS to the Supplier, by electronic means, or any other form of document evidencing a contractual relationship between the parties as may be agreed by them, from time to time.

**Person** has the meaning given in clause 25(b)(i).

**Personal Information** means personal information as defined in the Privacy Act, or personal data as defined in the GDPR and any laws implementing or supplementing such regulation.

**Personnel** of a person means:

- (a) the officers, employees, secondees, principals, contractors (including subcontractors) and agents of that person or any of its Related Bodies Corporate; and
- (b) the officers, employees, secondees, contractors (including subcontractors) and agents of the contractors of that person or any of its Related Bodies Corporate,

but in the case of CFS, excludes the Supplier and the Supplier Personnel.

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

**Privacy Laws** means the Privacy Act, the GDPR, any legislation from time to time in force in any Australian jurisdiction (which includes the Commonwealth of Australia and any State or Territory of Australia) and any other jurisdiction (to the extent that any Personal Information, or a CFS Group Member or the Supplier, is subject to the laws of that jurisdiction) affecting privacy, Personal Information or the collection, handling, storage, Processing, use or disclosure of personal data, and (without limiting any of the foregoing) any relevant privacy laws in the Supplier's jurisdiction.

**Public Official** means:

- (a) an official, employee, agent, or representative of any branch or level of government (executive, legislative or judicial and whether national, state or local) or of any government department or agency (including an adviser to such an agency or branch);
- (b) a director, officer or employee of a state-owned or controlled company (including a consultant, adviser, agent or other representative);
- (c) a political party, party official, or candidate for office;
- (d) an official or employee of a public international organisation such as the World Bank, European Union or the United Nations (including a consultant, adviser, agent or other representative); or
- (e) any other person who by reason of domestic law in any jurisdiction relevant to this Agreement, is considered or deemed to be a Public Official.

**Processing** in relation to Personal Information or Confidential Information (or both), includes collecting, recording, organising, storing, adapting, altering, retrieving, consulting, using, disclosing, making available, combining, blocking, erasing and destroying.

**Qualified Personnel** has the meaning given in clause 21(b).

**Regulator** means any body or instrumentality having regulatory or supervisory authority over any part of the business or affairs of a party, and includes but is not limited to APRA, ASIC, the Reserve Bank of Australia, ASX, AFCA, the OAIC and the Australian Information Commissioner and Privacy Commissioner.

**Regulatory and Industry Requirements** means any financial services industry-wide non-statutory rule or obligation, other non-statutory rule or non-statutory mandatory code of conduct and any industry-wide voluntary code, contract or arrangement, in each case applicable and in force in the Australia or any other jurisdiction where the Services are provided.

**Related Body Corporate** has the meaning given in the Corporations Act.

**Relevant Countries** has the meaning given in clause 19(f)(i).

**Required Insurances** has the meaning given to it in clause 10(b).

**Safety Legislation** means all applicable work health and safety, environment protection, dangerous goods and electricity safety legislation and regulations made under them, together with any directions on safety or notices issued by any relevant authority or any code of conduct or compliance code appropriate or relevant to the supply of the Services.

**Safety Requirements** means any and all written directions, instructions, requests or requirements relevant to, associated with or necessary for compliance by the Supplier or CFS with Safety Legislation and including any such matters of which the Supplier has been informed by CFS orally or in writing.

**Sanction** means any trade, economic or financial sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control, the United Nations Security Council, the European Union, the Australian Department of Foreign Affairs and Trade, the New Zealand Ministry of Foreign Affairs and Trade, or any other relevant sanctions authority.

**Services** means the Services supplied by the Supplier to CFS under the Agreement, as specified in an Order, from time to time.

**Subsisting Principal Agreement** means any current master goods and services agreement (howsoever called) which was made between the parties to these Terms and Conditions before the Effective Date and is continuing in full force and effect in accordance with the terms of that agreement as at the Effective Date.

**Supplier** means the person, business, partnership or company who agrees to supply Goods and/or Services to CFS. Where the Supplier comprises more than one entity, this Agreement will bind each entity comprising the Supplier collectively.

**Supplier Personnel** means and includes any and all Personnel of the Supplier, any subcontractor involved in the supply of the Goods or Services (regardless of whether the subcontractor is engaged directly by the Supplier or by one of the Supplier's subcontractors) and any person who is a prospective officer, employee, secondee, principal, contractor, subcontractor or agent of the Supplier.

### 3 Terms

---

- (a) Subject to paragraphs (b), (c), and (d) below, this Agreement will constitute the entire understanding between the parties for the purchase of Goods by or the supply of Services to CFS.
- (b) This Agreement may only be varied by written agreement by CFS and the Supplier.
- (c) If there is any inconsistency between the documents comprising this Agreement they must be read and interpreted in the following order of priority:

- (i) these Terms and Conditions;
  - (ii) the Subsisting Principal Agreement, if any; and
  - (iii) a relevant Order.
- (d) The parties acknowledge that:
- (i) the terms of any Subsisting Principal Agreement continue to apply despite the execution of this Agreement; and
  - (ii) nothing contained in these Terms and Conditions is intended to diminish or derogate from CFS's rights under a Subsisting Principal Agreement.

#### **4 Price and GST**

---

Unless otherwise stated in the Order:

- (a) the price specified in the Order is exclusive of GST but includes all other taxes, duties, delivery costs and all installation costs; and
- (b) payment will be made **30 days** from receipt by CFS of correct tax invoices, being either paper based or e-invoice.

#### **5 Delivery and Acceptance**

---

- (a) The Goods and/or Services will be delivered to CFS by the Due Date or a Due Date as extended under clause 6.
- (b) Goods will be deemed finally accepted by CFS on the date they are installed ready for use, inspected and tested that they are fit for purpose to CFS's satisfaction.
- (c) Services will be deemed finally accepted by CFS on the date they are completed to CFS's satisfaction.
- (d) Whether or not CFS has paid for inspected, tested or accepted the Goods and/or Services, CFS may reject or revoke acceptance of Goods and/or Services that do not conform with the Order or the terms of the Agreement or to avail itself of any other legal remedies.

#### **6 Delays**

---

The Supplier will notify CFS in writing of any anticipated delays immediately upon discovery of the delay. If for any reason beyond the Supplier's reasonable control, the Supplier is delayed or impeded in the supply or provision of the Goods and/or Services to CFS by the Due Date, the Supplier will notify CFS in writing. CFS will within a reasonable time of receipt of such notice grant the Supplier either prospectively or retrospectively such written extension of the Due Date as CFS may consider reasonable in the circumstances, but the Supplier will not be entitled to claim any increase in the total amount payable. In the event that, in CFS's reasonable opinion, the Supplier will unlikely be able to perform by the Due Date, CFS may cancel the Order by notice to the Supplier.

#### **7 Title and Risk of Loss**

---

- (a) Title to the Goods passes to CFS when the Goods are delivered to CFS.
- (b) The risk in the Goods passes to CFS when the Goods are accepted by CFS.

## 8 Quality Standards

---

The Supplier is responsible for all inspection testing and quality assurance and controls referred to in the Order. The Supplier will comply with all legal requirements and industry practices relevant to the manufacture and supply of the Goods and/or Services.

## 9 Warranties

---

- (a) The Supplier warrants that:
- (i) the Goods are free from liens, encumbrances (including any registration or security interest under the Personal Property Securities Act 2009 (Cth) (except for any registration or security interest in favour of CFS) and defects in design, material, workmanship and title;
  - (ii) the Goods and/or Services will conform in all respects to the terms of the Order; and
  - (iii) the Goods will comply to the applicable drawings and specifications issued for manufacture and (if no quality is specified) will be new and of best quality.
- (b) Without prejudice to any other rights CFS may have at law if, in relation to Goods, within the manufacturers standard warranty period and, in relation to Services within 12 months from the date of delivery, it appears that the Goods or Services or any part of the Goods or Services do not conform with these warranties or the Order, CFS may notify the Supplier within a reasonable time after discovery whereupon the Supplier must, at the Supplier's expense, promptly correct such non-conformity to the satisfaction of CFS.
- (c) If the Supplier fails to correct the non-conformity referred to in paragraph (b), CFS may give it further notice to rectify the non-conformity (if it is capable of rectification). If the Supplier does not rectify the non-conformity within 5 Business Days of notice or if the non-conformity is not capable of rectification, then CFS may:
- (i) revoke its acceptance of the Goods and/or Services;
  - (ii) substitute other goods or services; and/or
  - (iii) correct or carry out the correction work which the Supplier has failed to carry out by the most expeditious means available.
- (d) The cost of correction or carrying out of work as set out in paragraph (c) by CFS will be borne by the Supplier.
- (e) Goods and/or Services repaired, corrected or replaced under this Agreement are also subject to this warranty from the date of repair, correction or replacement.
- (f) Without limitation, the Supplier's liability under this clause 9 extends to damages, losses or claims suffered by CFS as a result of any breach of the warranties set out in paragraph (a).

## 10 Indemnity and Insurance

---

- (a) The Supplier is liable for and will indemnify CFS for any and all Loss incurred by CFS in connection with the negligence, omission or default of the Supplier in the course of the supply of the Goods and/or Services or any breach of Law by the Supplier, regardless of how such Loss arises.



- (b) The Supplier must effect and maintain at its cost the insurances listed in paragraph (e) as well as any other insurances requested by CFS (**Required Insurances**) during the term of the Agreement and for a period of six years after termination of the Goods or Services to CFS. The Supplier must provide certificates of currency for the Required Insurances upon provision of Goods or Services, and on request by CFS during the term of the Agreement, other than clause 10(e)(ii) where a certificate of currency must be supplied upon request.
- (c) The Supplier must pay any excess / deductible under the Required Insurances.
- (d) The Supplier must not do or allow anything which would prejudice any of the Required Insurances or cause them to be terminated.
- (e) The Required Insurances include:
  - (i) Public liability insurance of not less than \$20 million for any single occurrence for liability arising from damage or loss to any person or property resulting from, or in connection with, the performance of the services provided.
    - (A) The policy to extend to cover for vicarious liability for acts or omissions of the insured party.
  - (ii) Insurance policies in accord with statutory requirements covering workers compensation in the jurisdiction the service providers staff are undertaking work and or are employed.
  - (iii) Professional indemnity insurance, covering liability arising out of professional services or activities aligned to the scope of work, of not less than \$20 million for any one loss.
  - (iv) The supplier to always maintain the insurances during the term of the agreement and for not less than 5 years after the expiry or termination of the agreement.
  - (v) Insurances programs to be maintained with Statutory Insurers (Workers Compensation) and with insurers rated A- (S&P) or better for all other classes.
  - (vi) Evidence of insurance to be provided on execution of the service agreement via Certificates of Currency and thence annually and otherwise upon request.
  - (vii) The service provider, upon request, to provide information as the other party reasonably requires from time to time regarding the insurance cover referred to including (without limitation) evidence of the currency and scope of insurance and information regarding the details and solvency of the insurers providing cover for the service provider.
  - (viii) All insurance policies in force and applying to this service to note the nature of the service providers business and not exclude any aspects of the service providers scope of work.

## 11 Security Requirements

---

- (a) Without limiting the Supplier's obligations arising otherwise out of or in respect of this Agreement, the Supplier must use its reasonable endeavours to comply with CFS's reasonable security requirements as advised from time to time.
- (b) If the Supplier becomes aware of an actual, alleged or suspected breach of the security requirements in force from time to time it must immediately notify CFS and rectify, investigate and remediate any such breach (and take steps to prevent its recurrence). A breach for these purposes includes a breach in a key risk of any one or more of the following:

- (i) inappropriate access to systems or data;
- (ii) loss or inappropriate disclosure of data; and
- (iii) internal or external malicious attack on a CFS Group Member's IT systems or services.

## **12 CFS Policies**

---

- (a) The Supplier must in the performance of the Services and/or provision of the Goods:
  - (i) comply with all relevant CFS Policies as advised and provided to the Supplier, and all Laws and Regulatory and Industry Requirements applicable to the Supplier and the Goods and/or Services and the performance of its obligations under this Agreement;
  - (ii) obtain and maintain any licences, authorisations, consents, approvals and permits required by applicable Laws and Regulatory and Industry Requirements to provide the Goods and/or Services and to perform its obligations under this Agreement; and
  - (iii) comply with the CFS Third Party Code of Conduct and reasonable directions of CFS.
- (b) The Supplier must immediately notify CFS of any failures, alleged failures or suspected failures to comply with any of the CFS Policies advised and provided to the Supplier, Laws and Regulatory and Industry Requirements, immediately after the Supplier has become aware of the failure, alleged failure or suspected failure.
- (c) Upon notification under clause 12(b)12(b), the Supplier must:
  - (i) in consultation with CFS, take any steps required to remedy the failure, alleged failure or suspected failure;
  - (ii) use its best endeavours to provide any assistance reasonably required by CFS to remedy the failure, alleged failure or suspected failure; and
  - (iii) take any reasonable steps required to prevent any recurrence of the failure, alleged failure or suspected failure.

## **13 No CFS Endorsement**

---

Without limiting the Supplier's obligations arising out of this Agreement in respect of confidentiality of CFS's information, or privacy of personal information, the Supplier must not, and must procure that the Supplier Personnel and Related Bodies Corporate do not, at any time disclose to any person that CFS or its Personnel endorse or use the services of the Supplier or its Related Bodies Corporate except with CFS's prior written approval which may be granted or refused, in whole or in part, in CFS's sole discretion.

## **14 Books and records**

---

- (a) The Supplier will keep accurate books and records of any work done in connection with the provision of the Goods and/or Services to CFS. The Supplier, upon receipt of notice from CFS:
  - (i) will make its books and records in connection with the Goods and/or Services provided by the Supplier to CFS, available for inspection by CFS, its auditors, or any investigating authority; and

- (ii) will permit authorised representatives of CFS to carry out an audit of the Supplier's procedures and processes to verify the Supplier's compliance with the representations, warranties and undertakings set out in clause 25. The inspection of books and records and/or audit may take place by attendance at any premises used or occupied by the Supplier or by any other means.
- (b) The provisions of this clause will not be read so as to limit or be limited by other rights to audit conferred under this Agreement, including under clause 15.

## **15 Right to Audit**

---

- (a) An auditor appointed by CFS, any authorised employee of CFS or CFS's internal auditor (**Auditor**) will be entitled, at reasonable times during normal business hours of the Supplier and upon reasonable notice, to inspect and take copies of any records and documents of the Supplier, its agents or subcontractors relating to the performance of the Supplier's obligations under this Agreement.
- (b) The Supplier will cooperate (and will ensure that its agents and subcontractors cooperate) with the Auditor in such performance of its duties and will supply access to the relevant records and documents and give assistance and explanations as, in the Auditor's opinions, are necessary.
- (c) Notwithstanding any other provision of this Agreement, the respective rights and obligations arising under this clause will continue for a period of 6 months following any termination of this Agreement.

## **16 AML/CTF Personnel obligations**

---

The Supplier:

- (a) agrees, at its own cost, to provide CFS with such assistance as CFS reasonably requires in order for CFS to maintain and comply with its AML/CTF Program in connection with this Agreement;
- (b) must ensure all Supplier Personnel undertake any training reasonably required by CFS in relation to the AML/CTF Requirements; and
- (c) must notify CFS of any failure to comply with its obligations under this clause 16 and immediately remedy such failures to the fullest extent possible.

## **17 Work Health & Safety**

---

- (a) The Supplier must comply with and ensure that all Supplier Personnel and subcontractors engaged in the provision of the Goods and/or Services comply with, all applicable Safety Legislation and Safety Requirements at their own cost.
- (b) The Supplier must cooperate with and do all things necessary to assist, and refrain from doing anything that may impede, CFS Group Members or their Personnel in discharging their obligations under the relevant Safety Legislation.
- (c) The Supplier must perform the Services in a manner that does not cause any CFS Group Member to breach its obligations under the relevant Safety Legislation.
- (d) The Supplier must, upon reasonable request by or on behalf of CFS, demonstrate compliance with such requirements including providing evidence of measures taken to achieve such compliance.

- (e) Any breach by the Supplier of this clause 17 which exposes the Supplier Personnel or other people at CFS's premises to risk to their health and safety will be considered a material breach by the Supplier of its obligations under this Agreement which is not capable of remedy, and will entitle CFS to terminate the provision of the affected Services and receive a pro rata refund of any pre-paid fees for the affected Services following the date of termination.

## 18 Intellectual Property

---

- (a) On creation of any Goods, Services or other work product produced by the Supplier for CFS in connection with the performance of the Supplier's obligations under the Agreement (regardless of whether those Goods, Services or work products have been completed), the Supplier:
  - (i) absolutely and unconditionally assigns; and
  - (ii) must procure that each Supplier Personnel absolutely and unconditionally assigns,  
to CFS or its nominee all Intellectual Property Rights in such Goods, Services and/or other work products without the need for further assurance, as an assignment of future property under section 197 of the *Copyright Act 1968* (Cth) and in equity.
- (b) The Supplier represents and warrants that:
  - (i) it has the right to assign the Intellectual Property Rights assigned to CFS under paragraph (a); and
  - (ii) neither the provision, nor the taking of the benefit of, nor the use, modification, adaptation or other exploitation of the relevant Goods or Services by CFS, will infringe the Intellectual Property Rights or Moral Rights of any person or third party.
- (c) If an IPR Claim is made against CFS, without limitation, CFS requires the Supplier to do any of the following at the Supplier's expense:
  - (i) procure for CFS the rights necessary for CFS to purchase and use the relevant Goods or Services;
  - (ii) substitute substantially identical or similar, but non-infringing, Goods or Services for the infringing Goods or Services, if that is practicable in the circumstances;
  - (iii) modify the infringing Goods or Services so that they become substantially identical or similar to the infringing Goods or Services without infringing the Intellectual Property Rights, if that is practicable in the circumstances;
  - (iv) remove infringing Goods and refund the purchase price and relevant transportation and installation costs to CFS; and/or
  - (v) take such other steps CFS may consider appropriate in the circumstances.

## 19 Confidentiality and Privacy

---

### (a) Confidentiality

All technical and other proprietary information furnished by either party under this Agreement, or which results from the joint efforts of the party's Personnel will be deemed to have been furnished in confidence for the sole purpose of the Order. The parties undertake not to use any such information for any purpose not connected with the Order. All information supplied by CFS to the Supplier for the purpose of providing

the Goods and/or Service will not be disclosed to any other party, other than as required by Law, or where authorised by CFS in writing.

(b) **Return of Confidential Information**

Each party must on request from the other party:

- (i) return to the other party;
  - (ii) destroy and certify in writing to the other party the destruction of; or
  - (iii) destroy and permit an employee of the other party to witness the destruction of,
- the other party's Confidential Information in the party's possession or control other than one copy of any notes and other records that the party is required to retain by Law or to comply with internal audit and governance requirements and as reasonably necessary to support professional advice.

(c) Each party must comply with any obligations it may have under the Privacy Laws in carrying out its obligations under this Agreement. The Supplier must (and must ensure that all Supplier Personnel) not do or omit to do anything that would cause CFS to breach any Privacy Laws.

(d) Throughout the term of the Agreement, the Supplier must keep CFS informed of any system, configuration or other requirements and instructions necessary for receipt and restoration of CFS Data.

(e) **Use of CFS Personal Information**

The Supplier must:

- (i) only use CFS Personal Information to the extent necessary to perform its obligations under the Agreement;
- (ii) ensure that access to CFS Personal Information is restricted to those of the Supplier Personnel who have a need to know the information for the purposes of the Supplier fulfilling its obligations under this Agreement; and
- (iii) ensure that any of the Supplier Personnel who have access to CFS Personal Information for the purposes of this Agreement are made aware of, and undertake to observe:
  - (A) such CFS Policies or directions relating to the collection, use, disclosure, storage, transfer or handling of Personal Information as are provided by CFS to the Supplier from time to time; and
  - (B) such other requirements as the Supplier is bound to comply with under this clause 19.

(f) **Transfer of CFS Data or CFS Personal Information outside of Australia**

- (i) Without limiting clause 19(f)(ii), the Supplier must not transfer or disclose any CFS Data or CFS Personal Information to any recipient (including any Supplier Personnel) located outside of Australia, or outside of any other country in which the Personal Information was first collected (**Relevant Countries**), or allow or permit any person (including any Supplier Personnel) located outside the Relevant Countries to access or receive any CFS Data or CFS Personal Information:
  - (A) unless it first complies with clause 19(c); or
  - (B) except the following Personal Information specifically in relation to CFS Group Member employees only, to the servers located in the Approved Jurisdictions: the names, title and work contact details of CFS Group

Member employees including mobile telephone and email addresses for the sole purpose of the Supplier performing Services, or operations and management as part of delivering the Goods and/or Services under this Agreement.

- (ii) If the Supplier wishes to transfer or disclose any CFS Data or CFS Personal Information outside of the Relevant Countries, or allow or permit any person located outside of the Relevant Countries to access or receive any CFS Data or CFS Personal Information, then the Supplier must, prior to transferring or disclosing any CFS Data or CFS Personal Information, or permitting or allowing access or receipt of any CFS Data or CFS Personal Information:
  - (A) provide to CFS all relevant information relating to the proposed transfer, disclosure, access or receipt, including the country to or in which CFS Data or CFS Personal Information is proposed to be transferred, disclosed, accessed or received, a detailed description of CFS Data or CFS Personal Information that is proposed to be transferred, disclosed, accessed or received and the purpose for which such transfer, disclosure, access or receipt is required; and
  - (B) obtain CFS's prior written approval to the transfer, disclosure, access or receipt, which may be granted or withheld at CFS's sole and absolute discretion. As part of considering whether to give such approval, CFS may require the Supplier to satisfy CFS that the arrangements that have been put in place are sufficient to ensure that the handling of CFS Data or CFS Personal Information will at all times be conducted in accordance with this clause 19 and such other standards or conditions as CFS may reasonably require.

(g) **Data Incidents**

- (i) If the Supplier becomes aware or suspects that:
  - (A) it or a subcontractor (or any of their respective Personnel) is using or disclosing, or has used or disclosed, Personal Information in contravention of this clause 19 (**Data Contravention**);
  - (B) there has been a Data Breach; or
  - (C) CFS Data or Personal Information has been lost in circumstances where unauthorised access to, or unauthorised disclosure of, that CFS Data or Personal Information may occur (**Loss of Data**),(each, a **Data Incident**), then the Supplier must:
  - (D) immediately (but in any case, within 24 hours of it first becoming aware of such a Data Incident or beginning to suspect that such Data Incident has occurred) notify CFS as soon as it becomes so aware or has reason to suspect the Data Incident;
  - (E) without delay, provide CFS with full details of, and assist CFS in investigating, such actual or suspected Data Incident (including all relevant information about the processes, procedures, protocols, and security practices and procedures used in the provision of the Goods and/or Services);
  - (F) at CFS's request, conduct an expeditious assessment of any actual or suspected Data Breach;
  - (G) co-operate with CFS in any investigation in relation to, and the circumstances surrounding, such actual or suspected Data Incident;

- (H) provide CFS with access to and copies of relevant records and information, as requested by CFS;
    - (I) use all reasonable efforts to prevent a recurrence of any actual Data Breach; and
    - (J) comply with any direction from CFS with respect to mitigating and remedying any actual Data Incident or any of the matters set out in this clause 19(g).
  - (ii) The Supplier must not do, or fail to do, anything which amounts to or causes a Data Incident.
- (h) **Data Incident notifications**

The Supplier:

  - (i) agrees that CFS will be solely responsible for determining whether a Data Incident would likely result in serious harm to any of the individuals to whom any CFS Personal Information the subject of the Data Incident relates (in the case of a Loss of Data, on the assumption that unauthorised access to, or unauthorised disclosure of, the CFS Personal Information were to occur);
  - (ii) must cooperate with CFS to assist CFS in making the determination referred to in clause 19(h)(i)
  - (iii) to the extent permitted by Law, must not disclose to any third party (including any Regulator) the existence or circumstances surrounding any Data Incident, without CFS's prior written approval; and
  - (iv) agrees that if, notwithstanding a decision by CFS that a Data Incident has not resulted in a real risk of serious harm to any of the individuals to whom the Personal Information relates, the Supplier determines that it is legally obliged to report the relevant Data Incident to a Regulator and/or the persons impacted by the Data Incident, it must first:
    - (A) provide CFS with a copy of the proposed notification to the relevant Regulators and/or the persons impacted by the Data Incident; and
    - (B) reasonably consider any comments and proposed amendments to the notification that are requested by CFS.

(i) **Indemnity**

The Supplier indemnifies, and must hold harmless, CFS from and against any and all Losses suffered or incurred by CFS or any of its Related Bodies Corporate or Personnel (including in respect of any Claims made by a third party against CFS) arising out of or in connection with any breach of this clause 19 by the Supplier or any Supplier Personnel.

- (j) The parties acknowledge that notwithstanding anything to the contrary in this Agreement, CFS may disclose any information concerning the identity, business and activities of the Supplier to any governmental or regulatory authority in connection with enquiries made by or of CFS concerning the Supplier.

## 20 Whistleblower service

---

- (a) The Supplier acknowledges that CFS provides a service that permits the Supplier to notify CFS about ethical, conflict of interest, or other issues related to procurement that cannot be resolved through normal business channels. The service is also available for the Supplier to report concerns that may be seen during interactions with CFS.

- (b) To make a report, the Supplier should contact CFS Group's whistleblower service using the instructions on CFS's website (<https://www.cfs.com.au/about-us/corporate-governance/policies-and-practices.html>). There are options available for reporting via the whistleblower service, including identifying yourself, remaining anonymous, or as a whistleblower under the CFS Group Whistleblower Policy.
- (c) Information relating to the CFS Group Whistleblower Policy can be found on CFS's website.

## 21 Compliance

---

- (a) The Supplier warrants that the Goods and/or Services will comply with all applicable Laws.
- (b) The Supplier must ensure that Supplier Personnel who are attending the delivery address unescorted by an authorized representative of CFS have:
  - (i) received compliant status and have been issued with an electronic certificate (**Electronic Certificate**); and
  - (ii) obtained a current and satisfactory National Police History Check (**NPHC**), prior to commencing activities at the delivery address (**Qualified Personnel**).
- (c) The Supplier must procure that any Qualified Personnel present the Electronic Certificate and NPHC (if relevant) to the site facilities manager or nominated representative of CFS, prior to commencing activities at a delivery address, and at such other times on request.
- (d) The Supplier must ensure that where there is a material change in the information provided by Qualified Personnel in an Electronic Certificate or NPHC (if relevant) then those documents are updated accordingly.
- (e) In the event that the Supplier is required to hold a Labour Hire Licence to provide the Services:
  - (i) the Supplier must provide CFS with a copy of its Labour Hire Licence;
  - (ii) the Supplier must provide CFS with a copy of any reports that the Supplier submits to the relevant Labour Hire Licence regulator within 5 Business Days of the submission; and
  - (iii) if that Labour Hire Licence is varied, suspended or cancelled:
    - (A) the Supplier must notify CFS within 24 hours following the variation, suspension or cancellation, and this includes notifying CFS of the reasons for the variation, suspension or cancellation; and
    - (B) if such variation, suspension or cancellation means that the Supplier is not legally permitted to provide some or all of the Supplier Personnel (**Affected Personnel**), the Supplier must cease providing the Affected Personnel to CFS and direct that the Affected Personnel leave all premises of CFS within 48 hours of the variation, suspension or cancellation.

## 22 Assignment or Subcontracting

---

- (a) **Assignment by CFS**
  - (i) Subject to clause 22(a)(ii), CFS may only assign, encumber, declare a trust over or otherwise deal with its rights under this Agreement, or novate its obligations under this Agreement, with the prior consent of the Supplier, such consent not to



be unreasonably withheld.

- (ii) CFS may at any time, by notice to the Supplier, novate, assign or transfer its rights and obligations under this Agreement to any of its Related Bodies Corporate, at no additional cost to any of its Related Bodies Corporate and to the extent necessary the Supplier hereby consents to such novation, assignment or transfer.

(b) **Assignment by the Supplier**

The Supplier may not assign or transfer in whole or in part its rights and obligations under this Agreement without the prior written consent of CFS, such consent not to be unreasonably withheld.

(c) **Subcontracting**

- (i) The Supplier may not subcontract its obligations in relation to the Goods and/or Services under this Agreement without the prior written consent of CFS, such consent not to be unreasonably withheld.
- (ii) Without limiting any other obligations the Supplier has under the Agreement, the Supplier must ensure that any agreement it enters into with a subcontractor relevant to the Supplier's provision of the Goods and/or Services will contain provisions which require the subcontractor to establish and maintain safeguards and notification procedures in respect of Information Security, confidentiality and privacy in a manner consistent with the Supplier's obligations under the Agreement.

## **23 CFS's Right to Cancel Orders**

---

- (a) Despite any other provision of the Agreement, CFS has the right to cancel further performance of the whole or any severable part of an Order at any time by written notice to the Supplier.
- (b) The Supplier may apply to CFS for the recovery of any costs actually incurred by the Supplier as a result of a cancellation by CFS under paragraph (a), provided that the Supplier submits written evidence to substantiate any such costs claimed.

## **24 Termination**

---

(a) **Breach of a material term**

If the Supplier breaches a material term of this Agreement then CFS may give it notice specifying the breach and requiring the breach to be rectified (if it is capable of rectification) within 5 Business Days of receipt of the notice. If the Supplier does not rectify the breach within 5 Business Days or if the breach is not capable of rectification, then CFS may terminate this Agreement at any time by giving at least 14 calendar days' notice of termination.

(b) **Insolvency Event**

Subject to the provisions contained in the Treasury Laws Amendment (2017 Enterprises Incentives No. 2) Act 2017 (Cth), CFS may terminate this Agreement immediately upon notice to the Supplier if a receiver, receiver and manager, administrator or liquidator is appointed, or if the Supplier makes any composition or arrangement with its creditors, or if it becomes Insolvent.

(c) **Change in control**

CFS may terminate this Agreement immediately by notice to the Supplier, if there is a Change in Control of the Supplier, a Related Body Corporate of the Supplier, or a Third Party to which the Supplier subcontracts the supply of Services, which, in CFS's reasonable opinion, is likely to affect the supply of Services under this Agreement or the business, operations or reputation of CFS.

(d) **Termination for convenience**

Despite any other provision in this Agreement, CFS may at its discretion, terminate this Agreement at any time in part or in whole without cause and without any obligation to pay compensation by giving the Supplier 30 calendar days' prior written notice.

(e) **Return or destruction of CFS Data**

On termination of this Agreement, the Supplier must promptly (at CFS's election):

- (i) return all CFS Data held by or on behalf of the Supplier under or in connection with this Agreement to CFS (in a reasonable manner and format); and
- (ii) if requested by CFS, destroy all remaining copies of the CFS Data so that it is irretrievable,
- (iii) except that the Supplier may retain any CFS Data that it is required by applicable statutory Laws to retain for the period that it is legally required to retain the relevant data, in which case the Supplier's obligation in this clause to return and destroy that CFS Data will arise when the legal requirement to retain the relevant CFS Data ceases to apply.

## 25 Anti-bribery and corruption and Sanctions

---

(a) **Anti-corruption**

The Supplier represents, warrants and undertakes that:

- (i) the Supplier and its Associated Persons will comply and has or have in the past been in full compliance with the Anti-Corruption Laws and with all laws, rules and regulations applicable to it or them;
- (ii) the Supplier shall maintain in place throughout the term of this Agreement policies and procedures to ensure compliance with Anti-Corruption Laws (which policies and procedures shall be disclosed to the CFS on request) and will enforce them where appropriate;
- (iii) without limiting paragraphs (i) to (ii) above, the Supplier and its Associated Persons will refrain from offering, promising to pay, or authorising the payment of any money, or offering, giving, promising to give or authorising the giving of anything of value to any Public Official or to any person knowing or being aware of a high probability that all or a portion of such money or thing of value will be unlawfully offered, given or promised, directly or indirectly, to any Public Official, for the purpose of:
  - (A) influencing any act or decision of such Public Official;
  - (B) inducing such Public Official to do or omit to do any act in violation of his lawful duty;
  - (C) securing any improper advantage;
  - (D) inducing such Public Official to influence or affect any act or decisions of any entity or enterprise owned or controlled by a government; or
  - (E) assisting the CFS Group in obtaining or retaining business for or with, or

directing business to the CFS Group;

- (iv) the Supplier is not related to and does not employ or otherwise retain or use the services of any Public Official;
- (v) the books and records of the Supplier are complete, up to date and accurate and have not been used to in any way to disguise or otherwise attempt to conceal any improper payments or any proceeds of any fraud, theft, tax evasion, or any other crime deemed to be a predicate offence to money laundering under the laws of the Commonwealth or any other applicable laws;
- (vi) neither the Supplier nor any of its Associated Persons has not been the subject of any actual or threatened legal proceedings involving allegations of bribery or corruption; and
- (vii) the Supplier legally and beneficially owns and will continue to own any bank account into which it directs CFS to make payments pursuant to this Agreement.

(b) **Sanctions**

The Supplier represents and warrants that:

- (i) neither it nor any of its Personnel or Related Bodies Corporate is an individual or entity (each a **Person**) that is, or is owned or controlled by a person that is the subject of any Sanctions;
- (ii) it will not engage in, or be a party to, any transaction or activity:
  - (A) with a Person designated by a relevant sanctions authority;
  - (B) with a Person who is directly or indirectly associated with a Person designated by a relevant sanctions authority; or
  - (C) that is for the benefit of a Person designated by a relevant sanctions authority;
- (iii) it will not engage in any activity which would amount to a breach of any Sanctions;
- (iv) it will notify CFS immediately in writing in the event that any of the warranties provided in clauses 25(b)(i) to (iii) are no longer accurate.

(c) **Notification obligations**

The Supplier must:

- (i) immediately notify CFS in writing if:
  - (A) it becomes aware or suspects that any of the representations, warranties and undertakings in this clause 25 are false;
  - (B) it or any of its Associated Persons breaches the representations, warranties and undertakings in this clause 25; and/or
  - (C) it becomes aware that a breach of the representations, warranties and undertakings in this clause 25 may have occurred whether by it or an Associated Person.
- (ii) provide CFS reasonable assistance to support any investigation involving the Supplier and ensure that any notification under clause 25(c)(i) sets out:
  - (A) adequate particulars of the breach or suspected breach; and
  - (B) the steps the Supplier is taking to investigate the breach or potential breach.

(d) **Consequences of breach**

Notwithstanding any provision of this Agreement, if:

- (i) the Supplier breaches, or CFS reasonably suspects such a breach of any of the representations, warranties or undertakings set out in this clause 25; or
- (ii) any representation or warranty given in this clause 25 is or becomes untrue or misleading;

then, without prejudice to any other remedy which CFS may have, CFS may terminate this Agreement in accordance with clause 24(a) and CFS shall not be liable:

- (iii) to make any further payments to the Supplier; or
- (iv) for any Loss of any kind whatsoever that the Supplier may suffer or incur as a result of such termination.

(e) **Indemnity**

The Supplier will indemnify CFS fully against any cost, expense, loss, damage, claim or liability whatsoever (including legal and other professional expenses) arising out of or related to a breach of any representation, warranty and undertaking made pursuant to this clause 25.

## 26 Diversity

---

(a) **Diversity**

- (i) Each party, in all its activities under or in connection with this Agreement, will respect the diversity of the communities in which it operates.
- (ii) Each party must not, under or in connection with this Agreement, make any decision having regard to, or treat any person less favourably than any other person by reason of:
  - (A) any prohibited ground of discrimination under applicable law; or
  - (B) without limiting paragraph (A), the gender, sexual orientation, gender identity, disability, race or ethnicity of any person.

(b) **Damage to brand**

Each party agrees and acknowledges that a failure to comply with this clause may result in damage to the other party's brand or reputation.

## 27 Modern Slavery Compliance

---

(a) **Obligations**

The Supplier:

- (i) acknowledges that CFS has obligations to comply with Modern Slavery Laws, and represents and warrants to CFS that, at the Effective Date, the Supplier:
  - (A) has no knowledge of any Modern Slavery Offence currently occurring within its organisation or supply chains; and
  - (B) takes and will continue to take reasonable steps to identify the risk of, and prevent the occurrence of, Modern Slavery Offences within its organisation and supply chains;
- (ii) represents and warrants to CFS that in relation to any goods and/or services procured from, or subcontracted or outsourced to, third parties for the provision of

the Goods and/or Services under this Agreement, the Supplier has taken, or will (prior to procuring, subcontracting or outsourcing any such services from or to a third party) take, and will continue throughout the term of the Agreement to take, all reasonable steps to confirm that such third party is not engaging in Modern Slavery Offences.

**(b) Notification obligations**

The Supplier must:

- (i) notify CFS in writing as soon as practicable upon (and no later than 5 Business Days after) becoming aware of any Modern Slavery Offence (or of any charges laid or orders made in relation to a Modern Slavery Offence) within its organisation or supply chains; and
- (ii) if requested by CFS, will (subject to any existing confidentiality requirements and any relevant statutory Laws) take all reasonable steps to provide CFS with any information, reports or documents in relation to any Modern Slavery Offence or any risk of a Modern Slavery Offence within the Supplier's organisation or supply chains.

**(c) Consequences of breach**

Notwithstanding any other provision of this Agreement, if the Supplier breaches, or CFS reasonably suspects such a breach of:

- (i) this clause 27; or
- (ii) any representation or warranty given in this clause 27 is untrue or misleading or is breached in any respect,
- (iii) then, without prejudice to any other remedy CFS may have, CFS may terminate this Agreement for the Supplier's breach of this clause 27 and CFS shall not be liable:
- (iv) to make any further payments to the Supplier; or
- (v) for any Loss of any kind whatsoever that the Supplier may suffer or incur as a result of such termination.

## **28 Benefit of Agreement**

---

Despite any other provision of this Agreement, the Supplier:

- (a) acknowledges and agrees that:
  - (i) any CFS Group Member may make use of the Good and/or Services under this Agreement;
  - (ii) an act or omission of the Supplier, including any breach of this Agreement or negligence in relation to the performance or failure to perform this Agreement, may result in Loss by any CFS Group Member;
  - (iii) CFS is not prevented from recovering Loss by the fact that the Loss was suffered or incurred by any CFS Group Member under or in connection with this Agreement;
  - (iv) any Loss suffered or incurred by any CFS Group Member under or in connection with this Agreement is deemed to be Loss suffered or incurred by CFS for the purposes of this Agreement; and
  - (v) CFS enters into this Agreement in its own right and as agent for each CFS Group

Member for the sole purpose of:

- (A) each CFS Group Member obtaining (and being able to enforce through CFS) any rights granted to CFS; and
  - (B) each CFS Group Member obtaining (and being able to enforce) the benefit of any limitations and exclusions on CFS's liability under this Agreement; and
- (b) must not make (and must procure that no Personnel or Related Body Corporate of the Supplier makes) any claim for Loss against any CFS Group Member in connection with this Agreement (other than CFS) and any such claim must be brought directly against CFS.

## 29 General

---

(a) **Waivers**

Waiver of any right, power, authority, discretion or remedy arising from any breach of this Agreement must be in writing and signed by the party granting the waiver.

(b) **Governing Law**

This Agreement is governed by the law of the State of New South Wales and the parties irrevocably submit to the non-exclusive jurisdiction of its courts.

(c) **Notices**

All notices or other communications under this Agreement must be in writing and will be hand delivered or sent by prepaid post or registered mail or sent electronically. A notice will be deemed received:

- (i) in the case of prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia); or
- (ii) in the case of hand delivery or registered mail, on acknowledgment of receipt by an officer or authorised employee, agent or representative or the receiving party; or
- (iii) in the case of electronic means, on receipt by the addressee's email system, but if the delivery or receipt is not on a Business Day or is after 5.00pm on a Business Day, the notice will be deemed to be received at 9.00am on the next Business Day.

(d) **Parties**

A reference to a party to this Agreement includes that party's successors and permitted assigns.

(e) **Survival**

- (i) The rights, obligations and indemnities in clauses 9 (Warranties), 10 (Indemnity and Insurance), 18 (Intellectual Property), 19 (Confidentiality and Privacy) and 24 (Termination), paragraphs 25(c) (Notification obligations), 25(d) (Consequences of breach) and 25(e) (Indemnity) of clause 25 (Anti-bribery and corruption and Sanctions) and 29 (General) survive the termination or expiry of this Agreement.
- (ii) Any clause which contemplates that a party has any rights or obligations after the termination or expiry of this Agreement also survives termination or expiry.