



## Terms and Conditions

### 1 Agreement to buy and sell

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- 1.1 Truis agrees to sell and the Customer agrees to buy the goods and services described in this Agreement, for the Price, on the terms and conditions set out in this Agreement.
- 1.2 All prices specified in this Agreement are exclusive of GST (unless expressly specified otherwise). Where Truis makes a taxable supply (as that term is defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth)) to the Customer in connection with this Agreement, the Customer must pay to Truis at the same time as the Price is paid for the supply of goods or services under this Agreement, the amount of GST payable by Truis in connection with the supply.
- 1.3 Unless specified otherwise, the Price specifically excludes the cost of flights, travel, accommodation, freight, packaging and “out of pocket” expenses that may be incurred by Truis in providing the goods and services. Unless specified otherwise, where Truis provides on-site services at the Customer’s premises that are not specifically outlined in this Agreement, the Customer must reimburse Truis the cost of the additional flights, travel, accommodation, freight, packaging and out of pocket expenses.
- 1.4 Payments made under this Agreement must be made:
  - 1.4.1 on the date for payment described in this Agreement and on the tax invoice for the goods and services;
  - 1.4.2 in the currency specified in this Agreement and on the tax invoice for the goods and services (and if no currency is specified, in Australian Dollars);
  - 1.4.3 in immediately available currency; and
  - 1.4.4 to the bank account nominated by Truis from time to time.

### 2 Term

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- 2.1 This clause 2 will apply where a Term is specified in this Agreement.
- 2.2 This Agreement will commence on the date specified as such in this Agreement and will continue for the Term specified in this Agreement.
- 2.3 Truis will commence invoicing the Customer on the earlier of the date that the goods are delivered to the Customer’s premises and accepted by the Customer, or on the date that is 90 days after the Customer signed this Agreement, where the Customer has been unable to accept delivery of the hardware for reasons outside of the reasonable control of Truis.

### 3 Provision of goods

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- 3.1 This clause 3 will apply where goods are described in this Agreement.
- 3.2 Truis will provide the goods described in this Agreement at the times described in this Agreement.
- 3.3 Unless specified otherwise in this Agreement, all goods supplied will be new and in good condition.





- 3.4 Where the Customer is purchasing the goods outright, title to those goods will only pass to the Customer on payment in full for those goods by the Customer. Where the goods are installed at the Customer's premises prior to payment and the Customer does not pay for the goods in full, the Customer irrevocably grants Truis the right at all reasonable times and on reasonable notice to the Customer, to enter the Customer's premises to retrieve the goods.
- 3.5 If Truis and the Customer have agreed to an on-boarding process or protocol, each party must perform its agreed responsibilities under that protocol to give full effect to this Agreement.
- 3.6 The Customer must inspect and test all goods installed or provided by Truis in accordance with this Agreement within 7 days after delivery and notify Truis if any defect in the goods or installation. If the Customer does not give a notice of any defects to Truis by 5pm on the date that is 7 days after delivery, the Customer is deemed to have accepted the goods in the condition in which they were delivered.
- 3.7 Where the goods remain the property of Truis for the duration of the Term, and hardware is upgraded throughout the Term, Truis retains all right, title and interest in any components removed as part of the upgrade, even when the hardware components are removed from the goods.
- 3.8 Where Truis installs upgraded hardware throughout the Term to equipment owned by the Customer, unless specified otherwise by Truis, the Customer hereby transfers all right, title and interest it may have in the removed components to Truis. Truis may, but is not obliged, to remove goods made redundant as a result of an upgrade at Truis' sole cost and expense.
- 3.9 All goods supplied by Truis to the Customer under this Agreement will be at Truis' risk from the date of this Agreement to the date that the goods are delivered to the Customer's premises. On delivery, the goods will be at the Customer's risk.
- 3.10 Where this Agreement indicates that the goods provided are second-hand goods, Truis will not be responsible for providing maintenance or other technical services for the goods. However, Truis does undertake to provide either an unbroken MSQ seal from the Manufacturer for the goods, or otherwise warrant that the goods will be acceptable for the Manufacturer's maintenance.

#### 4 Personal Property Securities Act

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- 4.1 Terms used in this clause 4 that are defined in the *Personal Property Securities Act 2009* (Cth) ("PPSA") will have the meanings given to them in that Act.
- 4.2 Where the goods will remain the property of Truis:
  - 4.2.1 the Customer may use and possess the goods during the Term;
  - 4.2.2 the Customer must not give possession of the goods to any other person;
  - 4.2.3 the Customer must not permit any goods to be situated in premises that are not owned or leased by the Customer;
  - 4.2.4 the Customer must not allow any other person to acquire a security interest in the goods or otherwise allow them to become encumbered (including by granting a security interest in the goods to another person).
- 4.3 This Agreement is a security agreement for the purposes of the PPSA.
- 4.4 The Customer acknowledges that this Agreement may create a security interest in the form of a PPS Lease for the purposes of the PPSA, in all goods provided by Truis to the Customer, where those goods remain the property of Truis.





- 4.5 To secure the payment and performance of its obligations under this Agreement, the Customer grants to Truis a security interest in the goods and all items incorporated, installed or attached to the goods in accordance with this Agreement.
- 4.6 The Customer agrees that it has received value as at the date of this Agreement and has not agreed to postpone the time for attachment or perfection of the security interest granted to Truis under this Agreement.
- 4.7 The Customer acknowledges that Truis is entitled to, and will, register a financing statement of the Personal Property Securities Register (the “PPSR”) to perfect its security interest arising under this Agreement.
- 4.8 The Customer must do all things that Truis requires, including signing and producing documents, obtaining consents, supplying information and operating in timeframes stipulated by the PPSA in order to:
  - 4.8.1 ensure that Truis’ security interest is perfected, enforceable or otherwise effective under the PPSA;
  - 4.8.2 ensure that Truis has all information necessary to register a financing statement on the PPSR to perfect its security interest and provide notifications in connection with the security interest, so that the security interest has the highest possible priority; and
  - 4.8.3 enable Truis to exercise its rights in connection with the security interest.
- 4.9 The Customer waives its rights to receive any notice under the PPSA (including the right to receive a verification statement in accordance with section 157 of the PPSA) unless the notice is required by the PPSA and the right to receive it cannot be waived by the Customer, or otherwise excluded.
- 4.10 The Customer must notify Truis at least 14 days prior to any proposed change of name, acquisition by another party, the transfer of the Customer’s business operations to a third party or any other restructure.

## 5 Intellectual Property

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- 5.1 In this clause 5, the following definitions will apply:

“**Intellectual Property**” and “**IP**” means all intellectual and industrial property or protected rights throughout the world (whether present or future rights), including in or in relation to (without limiting the generality of the following) copyright, moral rights, patents, trade marks, circuit layouts, trade names, confidential information, know-how, trade secrets, discoveries, facts, registered or unregistered designs, database rights, business and domain names, plant varieties, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields, whether or not registrable, method or process of manufacture, method or principle of construction, chemical composition or formulation, techniques, products, prototypes, processes, names, specifications, drawings, technology methods, other knowledge, registered or patentable whether or not any of them are registered and including applications for registration of any such thing, including:

- (a) any application or right to apply for registration of any of these rights;
- (b) any registration of any of those rights or any registration of any application referred to in paragraph 1; and
- (c) all renewals and extensions of these rights;

“**Intellectual Property Rights**” and “**IPR**” means:

- (a) Patents, copyrights, database rights and rights in trademarks, trade names, designs, Know-how, and invention disclosures (whether registered or unregistered);





- (b) applications for registration, and the right to apply for registration, and the renewal of any of these rights; and
- (c) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

“**Improvements**” means any and all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by the Customer, their employees, subcontractors, agents, users or any third party relating to the Customer, the Licensed IP or the goods supplied by Truis, including any actual updates, enhancements, modifications or improvements to the Licensed IP;

“**Know-how**” means all technical, scientific and other information, inventions, discoveries, trade secrets, knowledge, technology, means, methods, processes, practices, formulae, instructions, skills, techniques, procedures, expressed ideas, technical assistance, designs, drawings, assembly procedures, computer programs, apparatuses, specifications, data, results, safety, manufacturing and quality control data and information (including process designs and protocols), registration dossiers and assay and methodology, in each case, solely to the extent confidential and proprietary and in written, electronic or any other form now known or hereafter developed;

“**Licensed IP**” means the IP, IPR, Improvements and Know-How licensed to the Customer under this Agreement;

“**Pre-existing Materials**” means all IP, IPR, documents, information and materials provided by Truis relating to the goods or services which existed prior to the commencement of this Agreement or which were created outside the scope of this Agreement, including the pre-existing materials specified in this Agreement.

- 5.2 Truis licenses the Licensed IP to the Customer on a non-exclusive and non-transferable basis to such extent as is necessary to enable the Customer to use and enjoy the goods and the services in accordance with this Agreement.
- 5.3 The Customer warrants and undertakes that it will not without Truis’ written consent or approval:
  - 5.3.1 under any circumstances grant or purport to grant any sub-licence of the Licensed IP; and
  - 5.3.2 under any circumstance grant or purport to assign any right in the Licensed IP; and
  - 5.3.3 take action inconsistent with Truis’ ownership of the Licensed IP and will not seek to apply for or register any IPR in relation to the Licensed IP.
- 5.4 All Intellectual Property Rights in the Pre-existing Materials shall be owned by Truis.
- 5.5 The Customer will promptly disclose to Truis (prior to public use, commercial use or public disclosure) any Improvements to the Licensed IP identified or made by or on behalf of the Customer.
- 5.6 Ownership of any Improvements to the Licensed IP made by or on behalf of the Customer will be determined on a case-by-case basis between Truis and the Customer, but will be presumed to be owned by Truis unless the Customer can establish that the Improvements were made without use of any of Truis’ Pre-existing Materials or Know-how. Where the parties cannot agree the ownership of any Improvements to the Licensed IP, the Improvements will be owned by Truis. Subject to the foregoing sentence, so as to effect the ownership provisions of this clause, each party hereby assigns to the other party all of its right, title and interest in and to any Improvements to which such other party has an ownership right in accordance with this clause. Any Improvements to the Licensed IP made by or on behalf of the Customer, but determined or presumed to be owned by Truis will be considered Licensed IP under this Agreement.





- 5.7 The Customer warrants and undertakes to Truis on behalf of its directors, officers and agents, without limiting its other obligations under this Agreement it will:
- 5.7.1 not use the Licensed IP in any manner which may prejudice or would be likely to prejudice Truis' rights in and to any Intellectual Property Rights;
  - 5.7.2 promptly notify Truis of any infringements of Truis' IPR of which the Customer becomes aware;
  - 5.7.3 not reproduce, copy, transmit, adapt, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas algorithms of any software, documentation or data related to our Licensed IP (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law);
  - 5.7.4 not modify, translate, or create derivative works based on the Licensed IP;
  - 5.7.5 not upload or otherwise transmit through the Licensed IP any material which violates or infringes in any way upon the rights of others, which is unlawful, which encourages conduct that would constitute a criminal offence, gives rise to civil liability or otherwise violates any law;
  - 5.7.6 not copy, frame or mirror any content forming part of the Services Licensed IP, other than the Customer's own intranets or otherwise for its own internal business purposes;
  - 5.7.7 not remove any title, trade mark, copyright and/or restricted rights notices or labels from the Licensed IP.
- 5.8 Truis warrants and undertakes to the Customer, without limiting its other obligations under this Agreement that it:
- 5.8.1 has the authority to grant the licence being granted in this section on the terms and conditions so granted; or
  - 5.8.2 it owns the Licensed IP referred to in this Agreement.
- 5.9 Truis makes no warranty regarding the suitability or functioning of any third-party product or software or associated IP.

## 6 Truis responsibilities

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- 6.1 In performing its obligations under this Agreement, Truis will use its best endeavours to ensure that the Customer is satisfied with the provision of goods and services under this Agreement.
- 6.2 If the Customer elects to finance its payment obligations under this Agreement and Truis has introduced the Customer to the financier, Truis will disclose to the Customer prior to the Customer entering into this Agreement, any benefit, payment or incentive that Truis or its associates will receive as a result of the introduction to the financier.
- 6.3 Truis will pass on any manufacturer's warranties on all new goods purchased by the Customer under this Agreement. Truis will honour all supplier's or manufacturer's warranties in a timely fashion.





## 7 Customer responsibilities

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- 7.1 The Customer acknowledges that Truis will rely on the Customer observing the responsibilities described in this clause 7, to enable Truis to provide the goods and services to the Customer in accordance with this Agreement. Truis will not be liable to the Customer to the extent that the failure by Truis to perform its obligations under this Agreement is caused or contributed to by the Customer failing to comply with its obligations under this clause.
- 7.2 The Customer must:
- 7.2.1 provide appropriate access to the Customer's premises and IT systems to allow Truis to comply with its obligations under this Agreement;
  - 7.2.2 provide such relevant information in relation to the Customer's IT systems, including on-site technical support, as may be requested from time to time by Truis to allow Truis to comply with its obligations under this Agreement;
  - 7.2.3 provide relevant technical information including platforms, network protocols and topology;
  - 7.2.4 make backups in accordance with good and prudent business practices to protect against loss of data;
  - 7.2.5 provide suitable outage windows in order for Truis to perform the required services;
  - 7.2.6 provide system testing and validation prior to use;
  - 7.2.7 satisfy itself that the goods and services to be provided in accordance with this Agreement are fit for the purpose required of them by the Customer;
  - 7.2.8 arrange appropriate insurance for the goods and any business interruption that may result from a failure of the Customer's IT systems;
  - 7.2.9 notify Truis at least 14 days prior to the Customer changing its name, corporate status, ABN or any other details;
  - 7.2.10 where additional software, hardware or other services are required in order to effectively run the hardware provided and those items are not being provided by Truis, obtain the necessary additional software, hardware or other services at the Customer's cost and arrange installation; and
  - 7.2.11 where the Truis Connect portal which includes CMView, CMCare and any other programs and pages created by Truis are used by the Customer, the Customer must agree to the Portal Terms and Conditions as promulgated from time to time as a condition of use;
  - 7.2.12 indemnify Truis for any breach by the Customer or their employees, subcontractors, agents or users of the obligations under this Agreement.

## 8 Force Majeure

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- 8.1 In this clause 8, an **Event of Force Majeure** means the occurrence of an event or circumstances beyond the reasonable control of the party affected by it, including (without limitation):





- 8.1.1 a war (declared or undeclared), insurrection, civil commotion, military action, or an act of sabotage;
  - 8.1.2 a strike, lockout or industrial action, dispute or disturbance of any kind;
  - 8.1.3 delay or default on the part of the party not claiming the benefit of the event of force majeure;
  - 8.1.4 an epidemic or pandemic, including the COVID-19 pandemic;
  - 8.1.5 a public health emergency;
  - 8.1.6 an act, decree, declaration or direction of a government or a Government Authority;
  
  - 8.1.7 an act of God; or
  - 8.1.8 a storm, tempest, fire, flood, earthquake or other natural calamity,  
but excludes any such event or circumstance, or its consequences, to the extent that it was caused by a breach of this Agreement by the affected party or the act or omission of the affected party or any of its personnel or subcontractors.
- 8.2 A party to this Agreement will not be held liable or responsible to the other party, or deemed to be in default of its obligations under this Agreement where the party is prevented, hindered or delayed from performing its obligations under this Agreement (save for the payment of money) due to an Event of Force Majeure.
- 8.3 If a party to this Agreement (the “**Affected Party**”) is prevented, hindered or delayed from performing its obligations under this Agreement due to an Event of Force Majeure, that party must promptly give notice to the other party of the circumstances giving rise to the Event of Force Majeure.
- 8.4 The Affected Party must use its reasonable endeavours to bring the Event of Force Majeure to an end as soon as possible.
- 8.5 A party who considers that the Event of Force Majeure has come to an end may give a notice to the other party stating that fact. The Affected Party must resume the performance of its obligations under this Agreement within 5 Business Days after the notice referred to in this clause has been given.
- 8.6 If an Event of Force Majeure continues to prevent, hinder or delay performance by the Affected Party:
- 8.6.1 for a period of 30 days or more - where the Event of Force Majeure begins prior to the on-site installation of the good (if any); or
  - 8.6.2 for a period of 90 days or more - where the Event of Force Majeure begins after the on-site installation of the good (if any), or if there are no goods being supplied under this Agreement,
- the other party may terminate the Agreement by notice in writing to the Affected Party with immediate effect without liability to the Affected Party.

## 9 Termination

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- 9.1 A party (the “Non-Defaulting Party”) may terminate this Agreement by notice to the other party if:





- 9.1.1 the other party (the “Defaulting Party”) commits a material breach of its obligations under this Agreement and fails to remedy the breach within 30 days after receiving notice from the Non-Defaulting Party of the breach requiring it to be remedied (or, where the breach is the failure to pay money, within 7 days after receiving notice from the Non-Defaulting Party requiring the money to be paid);
  - 9.1.2 any steps are taken by the Defaulting Party or any other person in connection with the Defaulting Party entering administration, liquidation or any arrangement with its creditors (other than a solvent restructuring), being wound up, having a receiver appointed to any of its assets or ceasing to carry on business or any other similar step in another jurisdiction.
- 9.2 Either party may terminate this Agreement without cause by giving not less than 90 days’ notice of such termination to the other party. Where the parties have agreed in this Agreement to an Early Termination Payment and the Customer terminates this Agreement prior to the last day of the Term, the Customer must pay the Early Termination Payment to Truis on the date of termination. The Customer acknowledges that the Early Termination Payment (if any) is reasonable and necessary to protect Truis’ legitimate business interests, as Truis has incurred costs in acquiring the goods to provide to the Customer in accordance with this Agreement.
- 9.3 On termination of this Agreement:
- 9.3.1 the Customer must immediately return to Truis all property owned by Truis and provided to the Customer under this Agreement that is in the possession of the Customer (including the goods that will remain the property of Truis);
  - 9.3.2 if the Customer does not return Truis’ property within 2 Business Days after the date of termination, the Customer irrevocably grants a licence to Truis and its employees, agents or contractors to enter any premises owned, leased or otherwise occupied by the Customer where Truis’ property is kept, for the purpose of retrieving any property owned by Truis; and
  - 9.3.3 where this Agreement is terminated for the Customer’s default, the Customer must pay to Truis the Early Termination Payment on the date that is 7 days after the date of termination. This clause will survive termination of this Agreement.
- 9.4 Termination of this Agreement will be without prejudice to the rights and duties of either party, that accrued prior to termination.

## 10 Limitation of liability

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- 10.1 Subject to clause 10.3, Truis will not be liable to the Customer for:





- 10.1.1 loss of or damage to data;
  - 10.1.2 direct, indirect, consequential or incidental damage to the Customer's business or property or for injuries to any person that arise as a result of use or misuse of any goods supplied to the Customer under this Agreement;
  - 10.1.3 lack of or delay in the availability of systems (including the Customer's systems) or connectivity that is outside the direct control of Truis;
  - 10.1.4 special or incidental damages;
  - 10.1.5 loss of profit, revenue, goodwill or business opportunity;
  - 10.1.6 any loss, claim, damage or expense to the extent that it was caused or contributed to by the act or omission of the Customer or the Customer's employees, agents or contractors;
  - 10.1.7 any warranty claims in relation to goods that are described in this Agreement as being second-hand or used.
- 10.2 Subject to clause 10.3, where Truis is liable to the Customer under this Agreement, Truis' total liability to the Customer under this Agreement for all claims will not exceed (in the aggregate) 100% of the amount paid by the Customer to Truis under this Agreement.
- 10.3 The parties acknowledge that where the Customer acquires the goods or services as a consumer (as that term is defined in section 3 of the Australian Consumer Law that is contained in Schedule 2 of the *Competition and Consumer Law 2010* (Cth) (the "ACL")):
- 10.3.1 certain conditions and warranties will be implied into this Agreement, and rights and remedies will be conferred on the Customer which cannot be excluded, restricted or modified by this Agreement (the "Non-Excludable Terms");
  - 10.3.2 nothing in this Agreement is intended to exclude, restrict or modify the Non-Excludable Terms;
  - 10.3.3 where a term of this Agreement is inconsistent with a Non-Excludable Term, the Non-Excludable Term will prevail to the extent of the inconsistency; and
  - 10.3.4 the Customer acknowledges that if Truis breaches a Non-Excludable Term and as a consequence Truis is liable to the Customer under the ACL for that breach, Truis' liability is, to the extent permitted under section 64A of the ACL, limited to:
    - 10.3.4.1 replacement (or the costs of replacement) of the goods, the supply (or the cost of supply) of equivalent goods or the repair (or the cost of the repair) of the goods; or
    - 10.3.4.2 the re-supply of the services or paying the cost of having the services supplied again;
  - 10.3.5 this Agreement must be read and construed subject to this clause 10.3.

## 11 Notices

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- 11.1 Notices given under this Agreement must be:





- 11.1.1 in writing;
  - 11.1.2 signed by the party giving the notice or where the party is a company, by a director or authorised representative of the company; and
  - 11.1.3 addressed to the notice address in the Reference Schedule of the person to whom it is to be given (or such other address as notified by the party from time to time).
- 11.2 Notices must be either:
- 11.2.1 delivered by hand;
  - 11.2.2 posted by pre-paid security or certified mail; or
  - 11.2.3 sent by email transmission to the email address specified in this Agreement or last notified to the sender,
- 11.3 A notice given to a person in accordance with this Agreement is deemed to have been given and received if:
- 11.3.1 delivered, on the day of delivery if delivered before 5:00pm on a Business Day, otherwise on the next Business Day; or
  - 11.3.2 posted by pre-paid security mail or certified mail, on the second day after the day on which the notice was accepted by the post office from the party sending the notice; or
  - 11.3.3 if sent by email, on the sender's receipt of an email acknowledgement from the recipient's information system showing that the notice has been delivered to the email address specified in this Agreement or last notified to the sender for the giving of notices, provided that if a notice is delivered, or received by email, on a day that is not a Business Day or after 5pm on a Business Day, the notice will be considered delivered or received on the next Business Day

## 12 General

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- 12.1 In this Agreement, "**Business Day**" means a day that is not a Saturday, Sunday or gazetted public holiday in Brisbane, Queensland. Where this Agreement requires a party to do something on a day that is not a Business Day, that thing must be done on the next following Business Day.
- 12.2 This document supersedes all previous agreements about its subject matter and embodies the entire agreement between the parties. To the extent permitted by law, any statement, representation or promise made in any negotiation or discussion has no effect except to the extent expressly set out or incorporated by reference in this document.
- 12.3 No variation of this Agreement, nor the consent to a departure by a party from a provision, will be of effect unless it is in writing, signed, sealed and delivered by the parties or (in the case of a waiver) by the party giving it. Any such variation or consent will be effective only to the extent to or for which it may be made or given.
- 12.4 Any rights arising out of, or under, this Agreement are not assignable by one party without the prior written consent of the other party. A party will not unreasonably withhold its consent to assignment.
- 12.5 The terms of this Agreement survive its termination to the extent permitted by law. This Agreement shall be binding upon the heirs, executors, administrators and successors in title of the parties.





- 12.6 This Agreement is governed by and construed in accordance with the laws of Queensland and the Commonwealth of Australia. Actions, suits or proceedings relating in any way to this Agreement or documents or dealings contemplated by it, must be instituted, heard and determined in a court of competent jurisdiction in Queensland. Each party irrevocably submits to the non-exclusive jurisdiction of such court for the purpose of any such action, suit or proceeding.
- 12.7 If a party to this Agreement consists of more than one person, or a term is used in this Agreement to refer to more than one party:
- 12.7.1 an obligation of those parties is a joint obligation of all of them and a several obligation of each of them;
  - 12.7.2 a right given to those parties is a right given jointly and severally to each of them, and if exercised by one of them, is deemed to be exercised jointly; and
  - 12.7.3 a representation, warranty or undertaking made by those parties is made by each of them.
- 12.8 Each person signing this Agreement:
- 12.8.1 as attorney, by so doing, warrants to the other parties that, as at the date of signing, the signatory has not received notice or information of the revocation of the power of attorney appointing that person; and
  - 12.8.2 as an agent or trustee of a party, warrants to the other parties that, as at the date of signing, the signatory has full authority to execute this Agreement on behalf of that party.
- 12.9 The failure of a party to require full or partial performance of a provision of this document does not affect the right of that party to require performance subsequently. A single or partial exercise of or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A right under this document may only be waived in writing signed by the party granting the waiver and is effective only to the extent specifically set out in that waiver.
- 12.10 This Agreement will, so far as possible, be interpreted and construed so as not to be invalid, illegal or unenforceable in any respect, but if a provision, on its true interpretation or construction is held to be illegal, invalid or unenforceable:
- 12.10.1 that provision will, so far as possible, be read down to the extent that it may be necessary to ensure that it is not illegal, invalid or unenforceable and as may be reasonable in all the circumstances so as to give it a valid operation; or
  - 12.10.2 if the provision or part of it cannot effectively be read down, that provision or part of it will be deemed to be void and severable and the remaining provisions of this Agreement will not in any way be affected or impaired and will continue notwithstanding that illegality, invalidity or unenforceability.
- 12.11 The parties must keep this document and all other documents concerning its subject matter confidential.
- 12.12 This Agreement may be signed or executed in a number of counterparts, with the same effect as if the signatures to or execution of each counterpart were on the same instrument. This Agreement may also be executed by an exchange of email transmissions of signed counterparts of this Agreement. If the parties elect to form this Agreement by exchanging email transmissions of signed counterparts of it, then the Agreement will be deemed to have come into effect at the time and on the date when the last executed counterpart is received in fully intelligible form by the party to whom it has been transmitted.

## 13 Compliance with laws





- 13.1 The parties must when exercising their rights and performing their obligations under this Agreement, comply with all applicable laws, regulations and codes of practice, including the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* and any other laws or regulation relating to anti-money laundering, counter-terrorism financing or sanctions.

## 14 Dispute resolution

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- 14.1 If a party to this Agreement considers that a dispute has arisen under this Agreement, the party may give a notice to the other party specifying the facts of the dispute (a “**Dispute Notice**”).
- 14.2 In the 20 days after a Dispute Notice is given, the parties must arrange for a senior person from each party to meet and negotiate in good faith with a view to resolving the dispute.
- 14.3 If the dispute cannot be resolved by agreement within the 20 days after the giving of a Dispute Notice, either party may refer the dispute for mediation by giving a notice to the other party nominating one or more mediators (a “**Mediation Notice**”).
- 14.4 The parties must then appoint a mediator to mediate the dispute. The mediator must be agreed by the parties, or failing agreement within 7 days after the giving of the Mediation Notice, the mediator will be appointed by the Chair of the Resolution Institute, or the Chair’s designated representative.
- 14.5 The mediators costs must be paid by the parties in equal shares.
- 14.6 Unless otherwise agreed by the parties, the Resolution Institute Mediation Rules will apply to any mediation under this Agreement.
- 14.7 A party must not commence proceedings in any Court in relation to a dispute under this Agreement, unless the process set out in this clause has first been followed. However, nothing in this clause will prevent a party from applying for urgent interlocutory relief in connection with this Agreement, as and when required.

