



PRODUCT HIRE AND SERVICES AGREEMENT

These Terms and conditions of Product Hire and Services shall apply to and form part of any contract for the supply of goods, products and materials and related services by Loveday Group Pty Ltd t/a Brandition ABN 98 611 516 100

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Agreement Detail

1. Deposits Payments	<p>If the total Charges are greater than \$2,500 ex GST then:</p> <p>(i) 50% of the Charges are to be invoiced and paid within 7 days of the invoice date and such amount is the Non-Refundable Deposit; and</p> <p>(ii) the balance of the Charges are to be invoiced and paid no later than 4 weeks before the Event Date.</p> <p>Also refer to item 6. Charges and Payment.</p>
2. Full Payment	<p>If the total Charges are equal to or less than \$2,500 ex GST then the total Charges are to be invoiced and paid within 7 days of the invoice date and such amount is Non-Refundable.</p> <p>Also refer to item 6. Charges and Payment</p>
3. Paying by Credit or Debit Card	<p>If the Customer pays with a credit or debit card an additional 2% surcharge will apply to the invoice charges.</p>
4. Non payment	<p>If the total amount of the Charges are not paid before the Event Date then Brandition is under no obligation to deliver the Leased Equipment.</p> <p>Also refer to item 6. Charges and Payment</p>
5. Item Reservation	<p>Brandition is under no obligation to reserve any items for the Event Date until payment as per payment terms 1 & 2 are made.</p> <p>Also refer to item 6. Charges and Payment</p>
6. Cancellations	<p>If the Event is cancelled (in whole or in part) for any reason (excluding Force Majeure event), then the following apply:</p> <p>(i) if the Customer gives Brandition notice of the Event cancellation earlier than 2 months from the Event Date then the Customer is only liable to pay the Non-Refundable Non-Transferable Deposit; and</p> <p>(ii) if the Customer gives Brandition notice of the Event cancellation later than 2 months from the Event Date then the Customer must pay the full amount of the Charges (and Brandition will be immediately entitled to raise an invoice for the corresponding amount). All charges are non-transferable</p> <p>Also refer to item 11. Termination</p>
7. Cancellations Force Majeure (ie. Covid)	<p>If a Force Majeure (ie. Covid-19) event forces a cancellation or postponement Brandition will provide a 100% credit for a future date (subject to availability) up to 12 months or a 50% refund. All deposits are non-transferable.</p> <p>Refer to item 13. Force Majeure.</p>
8. Change of Date	<p>(i) If the Customer gives Brandition notice of an Event postponement earlier than 2 months from the Event Date then a 100% credit towards the future date will apply.</p>

	(ii) If the Customer gives Brandition notice of an Event postponement later than 2 months from the Event Date the customer is liable to pay the Non-Refundable Deposit.
9. Damaged items	It is the Customer's responsibility to inspect each item of Leased Equipment to ensure that it is free from damage or defects within 2 hours of delivery of each item of Leased Equipment. If the Customer does not notify Brandition of any damage or defect to an item of Leased Equipment within 2 hours of delivery, it will be deemed to have accepted that item of Leased Equipment.
10. Delivery	Delivery dates and times quoted for delivery are estimates only. All efforts will be made to delivery within the specified time period.

Agreed terms

1. Commencement and Term

- (a) This agreement starts on the Commencement Date and, continues until all Supplies have been supplied, unless terminated earlier in accordance with clause 11.

2. Brandition's obligations

- (a) Brandition must use reasonable endeavours to provide the Supplies to the Customer, in accordance with this agreement in all material respects.
- (b) Brandition must use reasonable endeavours to meet any performance dates specified in the Agreement Details, but any such dates will be estimates only and time for performance by Brandition will not be of the essence.

3. Customer's obligations

- (a) The Customer must:
- (i) comply with all Applicable Laws, including health and safety laws, applicable to its receipt and use of the Supplies;
 - (ii) provide reasonable assistance to Brandition in all matters relating to the Supplies, for the purpose of Brandition providing the Supplies; and
 - (iii) provide to Brandition in a timely manner all documents, information, items, and materials in any form (whether owned by the Customer or a third party) described in the Agreement Details or otherwise reasonably required by Brandition in connection with the Supplies and ensure that they are accurate and complete.
- (b) The Customer must comply with any additional responsibilities as set out in the Agreement Details.
- (c) If Brandition's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Customer, its agents, contractors, subcontractors, consultants or employees then, without prejudice to any other right or remedy Brandition may have:

- (i) Brandition will be allowed an extension of time to perform its obligations equal to the delay caused by the Customer; and
- (ii) Brandition will not be responsible for any costs or losses the Customer sustains or incurs arising directly or indirectly from Brandition's failure or delay to provide the Supplies; and
- (iii) the Customer will reimburse Brandition on written demand for any costs or losses Brandition sustains or incurs arising directly or indirectly from the Customer's act or omission.

4. Professional Services

- (a) Where Professional Services are to be provided by Brandition under this agreement, the Agreement Details will specify:
 - (ii) the scope of those Professional Services;
 - (iii) items that are out of scope for those Professional Services (and that will not be provided);
 - (iv) the start date on which those Professional Services will begin; and
 - (v) the Charges for those Professional Services.

5. Leased Equipment

- (a) Where Leased Equipment is to be leased by Brandition under this agreement, the Agreement Details will specify:
 - (i) a description of that Leased Equipment;
 - (ii) the target delivery date for that Leased Equipment;
 - (iii) the duration of the leasing of that Leased Equipment (Lease Period);
 - (iv) the delivery location for the Leased Equipment (Delivery Location) with any special delivery instructions; and
 - (v) the Charges for that Leased Equipment.
- (b) Ownership of the Leased Equipment always remains with Brandition.
- (c) The risk of loss of, or damage to, the Leased Equipment will pass to the Customer on delivery to the Customer.
- (d) Delivery is completed when the Supplier places the Leased Equipment at the Customer's disposal at the Delivery Location.
- (e) The Customer must follow the directions of Brandition in relation to the Leased Equipment, including in relation to storage, installation, and use.
- (f) The Customer agrees to return the Leased Equipment to Brandition at the end of the Lease Period at its own cost.
- (g) The Customer agrees that the use of the Leased Equipment carries with it dangers and risks of injury and the Customer agrees to accept all dangers and risks to the extent permitted by law.
- (h) The Leased Equipment shall not be used by anyone other than the Customer without the expressed permission of Brandition.
- (i) The Customer agrees to operate, maintain, and store the equipment strictly in accordance with any instruction provided by Brandition, with due care and diligence, only for its intended use and in accordance with any manufacturer's instructions and recommendations whether supplied by Brandition or posted on the Leased Equipment as to the operations, maintenance, and storage thereof.

- (j) The Customer agrees to comply with all occupational health and safety laws relating to the use of the Leased Equipment and related operations.
- (k) The Customer shall ensure the equipment is returned to the owner in the same condition in which it was supplied, thoroughly cleaned and fully functioning. If these requirements are not complied with the Customer shall pay Brandition the reasonable costs of compliance with these requirements.
- (l) The Customer warrants that:
 - (i) it will only use the Leased Equipment in accordance with this agreement;
 - (ii) the Leased Equipment will not be used for any illegal purpose; and
 - (iii) it will not modify or permit the modification of the Leased Equipment in any way without the prior written consent of Brandition.
- (m) To the extent permitted by law, the Customer releases, discharges and indemnifies Brandition from all claims and demands against Brandition arising out of or consequence on the use or misuse of the Leased Equipment during the Lease Period.
- (n) The Customer will be responsible for any loss or damage to the Leased Equipment irrespective of how the loss or damage occurred (fair wear and tear excepted) during the Lease Period.
- (o) If there is a breakdown or failure of the Leased Equipment then the Customer shall return the Leased Equipment to Brandition at the Customer's expense and the Customer shall not attempt to repair the Leased Equipment.
- (p) To the extent permitted by law, the Customer will assume all risks and liabilities for and in respect of the Leased Equipment and for all injuries to or deaths of persons and any damage to property howsoever arising from the Customer's possession, use, maintenance, repair or storage of the Leased Equipment.
- (q) To the extent permitted by law Brandition disclaims all liability for and does not give any warranties to the Customer as to the condition of the Leased Equipment.
- (r) The Customer acknowledges that Brandition retains title to the Leased Equipment and that the Customer has rights to use the Leased Equipment as a mere bailee only. The Customer does not have any right to pledge Brandition's credit in connection with the goods and agrees not to do so.
- (s) The Customer agrees not to agree, offer or purport to sell, assign, sub-let, lend, pledge, mortgage let or hire or otherwise part with or attempt to part with personal possession or otherwise not to deal with the Leased Equipment and not to conceal or alter the goods or make any addition or alteration to, or repair of, the Leased Equipment.
- (t) Brandition may retake possession of the Leased Equipment if the Customer breaches any provision of this agreement, notwithstanding anything else herein contained.
- (u) If repossession takes place, Brandition shall only charge the hire fee up to and including the time of repossession.
- (v) If the Customer elects to return the Leased Equipment before the end of the Lease Period, Brandition will not refund any Charges for the Leased Equipment.

6. Purchased and Custom-Built Equipment

- a) All descriptions, specifications, illustrations, drawings, data, dimensions and weights provided with the quotation are approximations only. They are intended by Brandition to be a general description for information and identification purposes and do not create a sale by description.
- b) Brandition shall not be bound to accept any change in product dimension, materials or finish, a reduction in the quantity ordered or other particulars of an order for Goods after Brandition has ordered special materials or commenced tooling for manufacture.
- c) The Customer shall check all Goods received immediately upon unloading and shall notify Brandition in writing of any inaccuracies or short supply of Goods or any fault, damage or defect

in Goods or failure of Goods to comply with the terms of a contract made within 2 hours of the receipt of Goods.

- d) Goods shall be installed in accordance with Brandition's recommended fixing procedures.
- e) Goods and Services come with non-excludable warranties that will be provided with due care and skill and are fit for the purpose for which they are commonly acquired or for a purpose made known to Brandition and based on which the services are supplied.
- f) Any loss or damage to the Goods caused during the process of manufacture, delivery or installation, if these are the responsibility of Brandition, will be repaired or replaced by Brandition. Any other loss or damage to the Goods are the responsibility of the Purchaser.

7. Charges and payment

- (a) In consideration of the provision of the Supplies by Brandition, the Customer must pay the Charges as per the payment terms specified in the Agreement Details.
- (b) Brandition will invoice the Customer for the Charges at the intervals specified in the Invoice. If no intervals are specified, Brandition will invoice the Customer at the end of each month for Supplies performed during that month.
- (c) The Customer must pay each invoice submitted to it by Brandition within the payment terms specified in the Agreement Details. If no payment terms are specified, the Customer must pay each invoice within 7 days of receipt.
- (d) Without prejudice to any other right or remedy Brandition may have:
 - (i) if any sum due for payment under this agreement is not paid on the due date, the Customer must pay interest on the amount unpaid at the Interest Rate;
 - (ii) interest payable under clause 7(d)(i) accrues on a day-to-day basis from the due date up to and including the date of actual payment;
 - (iii) interest payable under clause 7(d)(i) may be capitalised by Brandition on a monthly basis; and
 - (iv) Brandition may suspend part or all of the Supplies until payment has been made in full.
- (e) All sums payable to Brandition under this agreement:
 - (i) are exclusive of GST, and the Customer must in addition pay an amount equal to any GST chargeable on those sums on delivery of a GST invoice; and
 - (ii) must be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- (f) The Customer must pay all fees in addition to the invoice charges for collection of the invoice charges not paid within the agreed payment terms.
- (g) Where payment has not been made within the payments terms this agreement will take effect upon the Customers acceptance and receipt of the goods.

8. Intellectual Property Rights

- (a) Each party acknowledges that all Pre-existing IP Rights remain the sole property of the owner (or its licensee). Ownership of Pre-existing IP Rights remains unchanged by this agreement, other than as expressly set out in this agreement.
- (b) Each party acknowledges and agrees that all Developed IP is owned by Brandition from the date of creation. If any of the Customer's personnel is the author of any copyright works created during the course of creating Developed IP, the Customer warrants that the relevant member of the Customer's personnel consents to Brandition (and Brandition's successors, assignees and licensees) engaging in any act or omission that would otherwise infringe that member of

the Customer's personnel's Moral Rights including not attributing authorship to that member of the Customer's personnel.

- (c) The Customer grants Brandition a worldwide, non-exclusive, royalty-free licence during the Term to use the Customer Pre-existing IP Rights provided or made available by it for the sole purpose of Brandition providing the Supplies.
- (d) Brandition grants the Customer a non-exclusive, royalty-free, non-transferable licence during the Term to use the Brandition Pre-existing IP Rights and Developed IP owned by it for the sole purpose of the Customer enjoying the Supplies in accordance with this agreement.
- (e) Brandition warrants that the receipt, use of the Brandition Pre-existing IP Rights and Developed IP by the Customer in accordance with this agreement will not infringe the rights, including any Intellectual Property Rights, of any third party;
- (f) The Customer warrants that the receipt and use in the performance of this agreement by Brandition, its agents, subcontractors or consultants of the Customer Pre-existing IP Rights will not infringe the rights, including any Intellectual Property Rights, of any third party; and

9. Privacy

- (a) The Customer warrants that it:
 - (i) for the purposes of this agreement, agrees it is an APP Entity and complies with and will continue to comply with the Privacy Act and all other applicable privacy laws;
 - (ii) will not provide any Sensitive Information to Brandition unless that information is necessary for Brandition to perform its obligations under the agreement and then only with Brandition's specific written consent; and
 - (iii) has:
 1. made all necessary notifications required by APP 5, on behalf of itself and Brandition to; and
 2. obtained all necessary consents required by APP 6 from, the individuals whose Personal Information it is disclosing to Brandition in the course of this agreement to enable to Brandition to lawfully use the Personal Information and perform its obligations in accordance with this agreement.

10. Confidentiality

- (a) Each party (Recipient) must keep secret and confidential and not disclose any information relating to another party or its business (which is or has been disclosed to the Recipient by the other party, its representatives or advisers) or the terms of this agreement, except:
 - (i) where the information is in the public domain as at the date of this agreement (or subsequently becomes in the public domain other than by breach of any obligation of confidentiality binding on the Recipient);
 - (ii) if the Recipient is required to disclose the information by applicable law or the rules of any recognised securities exchange, provided that the Recipient has to the extent practicable having regard to those obligations and the required timing of the disclosure consulted with the provider of the information as to the form and content of the disclosure;
 - (iii) where the disclosure is permitted under this agreement;
 - (iv) if disclosure is made to its officers, employees and professional advisers (and, in the case Brandition as Recipient, to Brandition's subcontractors) to the extent necessary to enable the Recipient to properly perform its obligations under this agreement, in

- which case the Recipient must ensure that such persons keep the information secret and confidential and do not disclose the information to any other person;
- (v) where the disclosure is required for use in legal proceedings regarding this agreement; or
 - (vi) if the party to whom the information relates has consented in writing before the disclosure.
- (b) Each Recipient must ensure that its directors, officers, employees, agents, representatives, and Related Bodies Corporate comply in all respects with the Recipient's obligations under this clause 9.

11. Limitation of remedies and liability

- (a) Nothing in this agreement limits or excludes a party's liability:
 - (i) for death or personal injury caused by its negligence or wilful misconduct or that of its employees, as applicable;
 - (ii) for fraud or fraudulent misrepresentation by it or its employees, as applicable;
 - (iii) where liability arises from a breach of clause 8 by it or employees;
 - (iv) where liability arises from a breach of clause 9 by it or employees;
 - (v) where liability arises under an indemnity; or
 - (vi) where liability cannot be limited or excluded by Applicable Laws.
- (b) Subject to clauses 10(a) and (d), each party excludes any liability to the other party, whether in contract, tort (including negligence) or otherwise, for any special, indirect or consequential loss arising under or in connection with this agreement, including any: loss of profits; loss of sales or business; loss of production; loss of agreements or contracts; loss of business opportunity; loss of anticipated savings; loss of or damage to goodwill; loss of reputation; or loss of use or corruption of software, data or information.
- (c) Subject to clauses 10(a), (b) and (d), each party's aggregate liability in respect of claims arising out of or in connection with this agreement or any collateral contract, whether in contract or tort (including negligence) or otherwise, will in no circumstances exceed 100% of the total charges paid by the Customer to Brandition under this agreement.
- (d) Nothing in this agreement is intended to have the effect of excluding, restricting or modifying the application of all or any of the provisions of Part 5-4 of the Australian Consumer Law in Schedule 2 of the Competition and Consumer Act 2010 (Cth) (ACL), or the exercise of a right conferred by such a provision, or (subject to clause 10(e)) any liability of Brandition in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the ACL to a supply of goods and/or Supplies.
- (e) If Brandition is liable to the Customer in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the ACL that cannot be excluded, Brandition's total liability to the Customer for that failure is limited to, at Brandition's option, in the case of a supply of goods, Brandition replacing the goods or paying the cost of having the goods repaired or replaced or supplying equivalent goods or repairing the goods, or in the case of a supply of services, Brandition supplying the services again or paying the cost of having the services supplied again.

12. Termination

- (a) Without affecting any other right or remedy available to it as per the Agreement Details, a party may terminate this agreement with immediate effect by giving written notice to the other party if:
 - (i) the other party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so; or
 - (ii) the other party is insolvent.
- (b) Without affecting any other right or remedy available to it, Brandition may terminate this agreement with immediate effect by giving written notice to the Customer if:
 - (i) the Customer fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment; or
 - (ii) there is a change of control of the Customer.
- (c) On termination of this agreement:
 - (i) the Customer must return all Confidential Information, Brandition Intellectual Property Rights or other property of Brandition in the Customer's care, custody or control to Brandition;
 - (ii) the Customer must immediately pay to Brandition all of Brandition's outstanding unpaid invoices and interest and, in respect of the Supplies supplied but for which no invoice has been submitted, Brandition may submit an invoice, which shall be payable immediately on receipt; and
 - (iii) the following clauses will continue in force: clause 8 (Intellectual property rights), clause 9 (Privacy), clause 10 (Confidentiality), clause 11 (Limitation of remedies and liability), this clause 12 (Termination), 13 (Non-solicitation), clause 16 (Waiver), clause 17 (Severability), clause 21 (Governing law and jurisdiction) and clause 22 (Definitions and interpretation).
- (d) Termination or expiry of this agreement will not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

13. Force Majeure

- (a) Brandition will not be in breach of this agreement or liable to the Customer for any loss incurred by the Customer as a direct result of Brandition (Affected Party) failing or being prevented, hindered or delayed in the performance of its obligations under this agreement where such prevention, hindrance or delay results from a Force Majeure Event.
- (b) If a Force Majeure Event occurs, Brandition must notify the Customer in writing as soon as practicable and that notice must state the particulars of the Force Majeure Event and the anticipated delay.
- (c) On providing the notice in clause 13(b), Brandition will have the time for performance of the affected obligations extended for a period equivalent to the period during which performance has been delayed, hindered, or prevented.
- (d) The performance of the affected obligations must be resumed as soon as practicable after such Force Majeure Event is removed or has ceased.
- (e) If the delay due to the Force Majeure Event continues for 60 days, the Customer may terminate this agreement immediately on providing notice to Brandition.

14. Assignment, novation, and other dealings

- (a) Brandition is permitted to use subcontractors in relation to this agreement and is responsible for the acts and omissions of those subcontractors as if they were its own acts and omissions.

15. Variation

An amendment or variation of any term of this agreement must be in writing and signed by each party.

16. Waiver

- (a) No party may rely on the words or conduct of any other party as being a waiver of any right, power or remedy arising under or in connection with this agreement unless the other party or parties expressly grant a waiver of the right, power or remedy. Any waiver must be in writing, signed by the party granting the waiver and is only effective to the extent set out in that waiver.
- (b) Words or conduct referred to in clause 16(a) include any delay in exercising a right, any election between rights and remedies and any conduct that might otherwise give rise to an estoppel.

17. Severability

- (a) If the whole or any part of a provision of this agreement is or becomes invalid or unenforceable under the law of any jurisdiction, it is severed in that jurisdiction to the extent that it is invalid or unenforceable and whether it is in severable terms or not.
- (b) Clause 17(a) does not apply if the severance of a provision of this agreement in accordance with that clause would materially affect or alter the nature or effect of the parties' obligations under this agreement.

18. Entire agreement

This agreement states all the express terms agreed by the parties about its subject matter. It supersedes all prior agreements, understandings, negotiations and discussions in respect of its subject matter.

19. Relationship of the parties

- (a) Nothing in this agreement gives a party authority to bind any other party in any way.
- (b) Nothing in this agreement imposes any fiduciary duties on a party in relation to any other party.

20. Counterparts

This agreement may be executed in any number of counterparts. All counterparts taken together constitute one instrument. A party may execute this agreement by signing any counterpart. The date on which the last counterpart is executed is the date of this agreement.

21. Governing law and jurisdiction

- (a) This agreement is governed by the law in force in Queensland, Australia.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in Queensland, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement.

22. Definitions and interpretation

- (a) Capitalised terms or expressions used in this agreement have the meanings set out in this clause.

Agreement Details: means the information identified as such at the start of this document.

APP: means an Australian Privacy Principle as defined in the Privacy Act.

APP Entity: has the meaning given in the Privacy Act.

Applicable Laws: all applicable laws, statues, regulations and codes from time to time in force.

Business Day: a day on which banks are open for business in.

Charges: the sums payable for the Supplies as set out in Agreement Details.

Commencement Date: the date when the agreement has been signed by all the parties.

Customer Pre-existing IP Rights: Intellectual Property Rights in all material made available by Customer in connection with this agreement that either:

- a) Existed prior to this agreement; or
- b) Were developed independently of this agreement,

Including any improvements and modifications to the same.

Control: the definition given to that term in section 50AA of the Corporations Act, and the expression change of control shall be construed accordingly.

Corporations Act: the Corporations Act 2001 (Cth).

Developed IP: means any Intellectual Property Rights created pursuant to this agreement but does, for the avoidance of doubt, include and Pre-existing IP Rights.

Delivery Location: has the meaning given in clause 5(a)(iv).

Force Majeure Event: means any occurrence or omission outside a party's control including, but not limited to:

- a) a physical natural disaster including fire, flood, lightning or earthquake;
- b) war or other state of armed hostilities (whether war is declared or not), insurrection, riot, civil commotion, act of public enemies, national emergency (whether in fact or in law) or declaration of martial law;
- c) epidemic, pandemic or disease outbreak or quarantine restriction;

- d) ionising radiation or contamination by radioactivity from any nuclear waste or from combustion of nuclear fuel;
- e) failure of a third-party service provider;
- f) failure of a third party to provide a necessary input;
- g) confiscation, nationalisation, requisition, expropriation, prohibition, embargo, restraint or damage to property. By or under the order of any Government Agency;
- h) law taking effect after the date of this agreement; and
- i) strike, lock-out, stoppage, labour dispute or shortage including industrial disputes that are specific to a party or the party's subcontractors.

Government Agency: any government or governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal agency or entity in any part of the world.

GST: goods and services tax chargeable under A New Tax System (Goods and Supplies Tax) Act 1999 (Cth).

GST Law: has the same meaning as "GST Law" in the A New Tax System (Goods and Supplies Tax) Act 1999 (Cth).

Interest Rate: the most recent cash rate announced and published by the Reserve Bank of Australia.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs and unregistered designs, circuit layout designs, rights to use, and protect the confidentiality of, confidential information (including know-how, trade secrets, and technical data), technology and all other intellectual property rights, in each case whether registered or unregistered and in including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future anywhere in the world.

Leased Equipment: means the Leased Equipment that Brandition agrees to provide to the Customer pursuant to this agreement (if any) as identified in the Agreement Details.

Moral Rights: the rights conferred by Part IX of the Copyright Act 1968 (Cth) and including any similar rights existing or that may come to exist anywhere in the world.

Brandition Pre-existing IP Rights: Intellectual Property Rights in all material owned by Brandition that is made available to the Customer in connection with this agreement and that either:

- (a) existed prior to this agreement; or
- (b) were developed independently of this agreement,

including any improvements and modifications to the same.

Personal Information: has the meaning given in the Privacy Act.

Pre-existing IP Rights: means the Customer Pre-existing IP Rights or the Brandition Pre-existing IP Rights, as the context requires.

Privacy Act: the Privacy Act 1988 (Cth) as amended from time to time.

Professional Services: means the professional services that Brandition agrees to provide to the Customer pursuant to this agreement (if any) as identified in the Agreement Details.

Sensitive information: has the meaning given in the Privacy Act.

Supplies: the products or services that Brandition agrees to supply to the Customer under this agreement as set out in the Agreement Details (such as Professional Services or Leased Equipment).

Term: means the period from the Commencement Date until termination of this agreement in accordance with its terms.

- (b) In this agreement the following rules of interpretation apply. Unless the contrary intention appears, or context otherwise requires:
- (i) Headings and subheadings are for the convenience only and do not affect the interpretation of this agreement;
 - (ii) Words denoting the singular include the plural and words denoting the plural include the singular;
 - (iii) A reference to time is a reference to Brisbane time unless otherwise specified;
 - (iv) If any act is required to be performed under this agreement by a party on or by a specified day and the act is performed after 5:00 pm on that day, the act is deemed to be performed on the next day;
 - (v) If any act is required to be performed under this agreement on or by a specified day and that day is not a Business Day, the act must be performed on or by the next Business Day;
 - (vi) A reference to an amount of dollars, Australian dollars, \$ or A\$ is a reference to the lawful currency of the Commonwealth of Australia, unless the amount is specifically denominated in another currency;
 - (vii) Specifying anything in this agreement after the terms “include”, “including”, “includes”, “for example”, “such as” or any similar expression does not limit the sense of the words, description, definition, phrase or term preceding those terms unless there is express wording to the contrary; and
 - (viii) Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.