iWEB SYSTEMS
cloud computing

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PURCHASE ORDER
TERMS & CONDITIONS

iWEB SYSTEMS PTY LIMITED ACN 605 303 302

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PURCHASE ORDER
TERMS AND CONDITIONS

This page contains iWeb Systems Pty Ltd ("**iWeb Systems**")'s standard Terms and Conditions for Purchase Orders.

1.   APPLICATION

1.1   These Terms and Conditions apply to any agreement that iWeb Systems enters into with a Vendor in relation to a Purchase Order.

1.2.   The Purchase Order and these Terms and Conditions, together comprise a single, legally binding contract between iWeb Systems and the Vendor ("**Agreement**").

1.3   The Agreement will come into effect when the Vendor confirms acceptance of the contents of the Purchase Order, whether in writing, orally or by conduct (such as by accepting a payment, making a delivery or commencing to provide a service).

1.4   The Vendor agrees that any terms and conditions which may generally apply to its supply of goods and/or services to other parties do not apply to iWeb Systems, notwithstanding the fact that any invoice, receipt or other document issued to iWeb Systems states otherwise.

2.   INTERPRETATION & DEFINITIONS

2.1   **Interpretation**

In these Terms and Conditions:

(a)   Words importing the singular number include the plural number, and vice versa;

(b)   A person includes a company, firm, body corporate, unincorporated association or authority and reference to a person includes their executors, administrators, successors, substitutes and assigns;

(c)   Where any party comprises more than one person, then the liability of those persons is both joint and several;

(d)   A reference to a document includes all amendments or supplements to, or replacements or novation's of, that document;

(e)   A reference to '$' is a reference to Australian currency;

(f)   A reference to a statute or other law includes all statutes or other laws amending, consolidating or replacing it;

(g)   All amounts referred to are deemed to include GST, unless the context indicates otherwise.

2.2   **Definitions**

In these Terms and Conditions:

(a)   "**Business Day**" means a day that is not a Saturday, a Sunday, a public holiday, a special holiday, a bank holiday in the place where the act is to be done;

(b)   "**Confidential Information**" means:

(i)   All pricing information, business and financial information, sales and supply details, marketing strategies, customer and supplier listings, staff information, business listings, information concerning the business or Vendors relating to a party;

(ii)   All information related to people who are currently or have previously wished to find employment with a party and or any third party introduced by the party;

(iii)   All processes, procedures, techniques, concepts, systems, manuals, licence agreements, disclosure documents, documents, agreements, contracts, notes, file and data base structures and software relating to the Services;

(iv)   Any information which, by its nature, places or potentially places a party at an advantage over its present or future business competitors;

(v)   Any pricing information which, by its nature, places or potentially places a party at a disadvantage with its present or future customers;

(vi)   Any information that would otherwise at law be considered secret or confidential information, whether or not marked "Confidential", but does not include information which:

(A)   at the time of first disclosure by a party is or is reasonably known to be or to have been a part of the public domain;

(B)   after disclosure by a party is or becomes part of the public domain otherwise than by disclosure in breach of the terms of this Agreement;

(C)   was in the possession, knowledge, custody, power or control of a party prior to disclosure.

(vii)   Any information relating to a party, its members, customers, contributors or suppliers;

(c)   **"Documentation"** means the written information required to be supplied by the Vendor to iWeb Systems, including operating manuals, reference materials, publications, training course materials, system specifications, hardware requirements, technical manuals and all other user instructions regarding the capabilities, operation, installation and use of Software, including all online help files and other user instructions;

(d)   **"Existing Material"** means any material (including but not limited to Software or Documentation) that is developed prior to the commencement of the Agreement, or developed independently of the Agreement, by either party;

(e)   "**EULA**" means the licence agreement governing the use of the Software directly between the Vendor and the owner of that Software;

(f)   "**Faults**" are all issues affecting the service, including degradation of the service requiring immediate attention;

(g)   "**Goods**" means goods set out in the Purchase Order, and may include either Hardware or Software (or both) procured or supplied pursuant to this Agreement;

(h)   "**GST**" means:

    (i)   the same as in the GST Law;

    (ii)   any other goods and services tax, or any tax applying to this Agreement in a similar way; and

    (iii)   any additional tax, penalty tax, fine, interest or other charge under a law of such a tax;

(i)   "**GST Law**" means the same as "GST law" in *A New Tax System (Goods and Services Tax) Act* 1999 (Cth);

(j)   "**Hardware**" means any physical product manufactured by a third party, including any associated third party maintenance services contracts as specified in the Purchase Order;

(k)   "**Including**" and similar expressions are not words of limitation;

(l)   "**Insolvency Event**" in respect of the Vendor means:

    (i)   The Vendor becomes an externally-administered body corporate for the purposes of the *Corporations Act* 2001 (Cth) or an external insolvency administrator is appointed to any such party under the provisions of any companies or securities legislation of another jurisdiction;

    (ii)   a controller (as that term is defined in the *Corporations Act* 2001 (Cth)) or mortgagee in possession is appointed to the assets of the Vendor, or any such appointment is reasonably likely;

    (iii)   The Vendor fails to comply with a statutory demand in the manner specified in section 459F of the *Corporations Act* 2001 (Cth), and has not made an application to set aside such demand under section 459G of the *Corporations Act* 2001 (Cth);

    (iv)   The Vendor is unable to pay its debts as and when they fall due;

(m)   "**Intellectual Property Rights**" means all intellectual property rights including, without limitation, copyright (including moral rights) and related rights, industrial property (such as inventions, discoveries, patents, industrial designs, trademarks, service marks, commercial names and designations, semi-conductor and circuit layouts) and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields, existing in Australia or elsewhere, whether or not such rights are registered or capable of being registered;

(n)   "**Personal Information**" to the extent applicable to this contract has the same meaning as it has in sub-section 6(1) of the *Privacy Act* 1988 (Cth);

(o)   "**Products**" means Goods and/or Services (as the case may be);

(p)   "**Purchase Order**" means the written purchase order issued by iWeb Systems to the Vendor, or a quotation issued by the Vendor and accepted by iWeb Systems;

(q)   "**Services**" means services set out in the Purchase Order, as well as any other incidental services actually provided by iWeb Systems to the Vendor;

(r)   "**Software**" means any licensed, packaged software that is manufactured, licensed or owned by a third party to this Agreement and procured on behalf of iWeb Systems for the Vendor, the use of which is governed by the EULA and, where applicable, includes its associated third party support and maintenance contract;

(s)   "**Us**", "**we**" or "**our**" means iWeb Systems Pty Limited ACN 605 303 302;

(t)   "**You**", "**your**" or "**Vendor**" means the vendor or supplier of the Goods, Services or Products as identified in the Purchase Order.

3.   RELATIONSHIP BETWEEN PARTIES

3.1   The parties acknowledge that iWeb Systems is a customer of the Vendor, and is engaged in the business of re-selling products and services to retail customers.

3.2   Nothing in this Agreement constitutes a relationship of employer and employee, principal and agent, partnership or joint venture between iWeb Systems and the Vendor.

4.   TERM

The term of the Agreement shall be as specified in the Purchase Order.

5.   GOODS & PRODUCTS

5.1   The Vendor must deliver the Products in accordance with the Purchase Order.

5.2   The Vendor must deliver the Goods free from all encumbrances.

5.3   All Goods must be supplied as new and unused unless detailed otherwise in the Purchase Order.

5.4   The Products must:

(a)   Be of merchantable quality;

(b)   Correspond with the sample (if any) made available to iWeb Systems by or on behalf of the Vendor;

(c)   Be fit for the purpose for which products of the same kind are commonly supplied and for any other purpose as detailed in the Purchase Order;

(d)   Be free of defects of any kind (including design, workmanship or materials);

(e)   Meet all required Australian Standards, any applicable industry standards and any applicable legislation; and

(f)   Not cause the Purchaser to be in breach of any law when used or supplied to third parties.

5.5   Without limiting clause 5.4, the Vendor must assign to iWeb Systems the benefit of any warranty or guarantee given by the manufacturer in respect of the Products.

6. SERVICES

In supplying the Services, the Vendor must:

(a) Perform the Services with due care and skill and to a professional standard, and by appropriately trained and qualified personnel;

(b) Complete the Services in accordance with any directions in the Purchase Order or where there are no directions, within a reasonable time;

(c) Comply with all applicable laws (including but not limited to laws in relation to work health and safety and the environment);

(d) Meet required Australian Standards and any other industry standards;

(e) Supply everything necessary for the proper performance of the Supplier's obligations;

(f) Perform the Services to iWeb Systems' reasonable satisfaction and directions.

7. DELIVERY

7.1 The Vendor will arrange for the Goods to be delivered to the iWeb Systems at the date, time, place and in the manner stated in the Purchase Order.

7.2 The parties agree that time is of the essence.

7.3 Where iWeb Systems has nominated in writing an address to the Vendor ("**Nominated Address**"), the Vendor will deliver the goods to that Nominated Address.

7.4 Delivery is deemed to take place at the time the goods arrive at the Nominated Address or such other address as may be nominated by iWeb Systems ("**Delivery**").

7.5 The Vendor must ensure that the Goods are packed, marked and labelled to ensure their safe delivery and safe handling by iWeb Systems after delivery and, if specific packing, marking or labelling is required under the Purchase Order, comply with those requirements.

8. CANCELLATION

8.1 iWeb Systems may cancel all or part of the Purchase Order by written notice to the Vendor:

(a) At any time prior to Delivery of the Goods or supply of the Services; or

(b) After supply, if Products are not in accordance with the Purchase Order (including where wrong quantities are delivered) or if the Vendor otherwise breaches the Agreement.

8.2 iWeb Systems, acting reasonably, may reject any Products that have not been supplied in accordance with the Purchase Order.

9. RISK

The risk of any loss or damage to Goods remains with the Vendor until the Goods are accepted by iWeb Systems upon Delivery.

10.   TITLE

The Vendor warrants that:

(a)   The Vendor has complete ownership of the Products free of any encumbrances;

(b)   iWeb Systems will receive clear and complete title to the Products free from any encumbrances; and

(c)   No claim of infringement of moral rights or other Intellectual Property Rights will be brought against iWeb Systems by the Vendor's employees, agents, customers, suppliers or other trading partners.

11.   SOFTWARE LICENSING

11.1   The Vendor warrants that it has the right and authority to grant the licence in Australia to iWeb Systems for the duration of the licence.

11.2   The Vendor must ensure that the software licence rights do not expire prior to the agreed time.

11.3   The Vendor grants to iWeb Systems a world-wide, non-exclusive licence to use the Software for iWeb Systems' business purposes. For the purpose of this clause, the term "iWeb Systems" will include iWeb Systems and its related corporations and their respective employees, contractors, agents and customers.

11.4   The licence entitles iWeb Systems to:

(a)   Carry out acceptance tests in respect of the Software;

(b)   Make a reasonable number of copies of the licensed software in a machine-readable form for disaster recovery, backup and archival purposes; and

(c)   Use the Vendor's Documentation in support of iWeb Systems' use of the software.

12.   IT SUPPORT

12.1   The Vendor must:

(a)   Provide reasonable software support services to iWeb Systems;

(b)   Remedy any defect notified by iWeb Systems, at its own expense and within a reasonable time required by iWeb Systems;

(c)   Take all reasonable measures to enable iWeb Systems to continue to productively use the supported software whilst rectifying defects; and

(d)   Ensure all remedial or replacement work of any supported software is warranted to the same extent as the supported software from the date the rectification of the defective work was completed.

12.2   With respect to updated or newly released supported software, the Vendor will:

(a)   Promptly notify iWeb Systems if and when any updates or new releases becomes available; and

(b)   At no charge to iWeb Systems if required, demonstrate the update or new release.

12.3   Should iWeb Systems accept an update or new release of supported software then:

(a)   The Agreement applies in all respects to the update or the new release to the extent that it is incorporated in or replaces the supported software;

(b)   No update or release will be installed by the Vendor without iWeb Systems' written consent first being obtained;

(c)   Each update or new release must be provided in a format and on a medium which allows the installation and operation of the update to be compatible and function in iWeb Systems' operating environment; and

(d)   The Vendor will, if requested by iWeb Systems provide documentation of the update and new release and training to iWeb Systems to enable iWeb Systems to operate the update or new release in its environment at no cost to iWeb Systems.

13.   PAYMENT

13.1   The price for the Products is the price stated in the Purchase Order.

13.2   Unless the Purchase Order expressly states otherwise, the price includes all packing, insurance and delivery charges and all taxes and duties.

13.3   The Vendor may only invoice after all Products have been delivered or completed to iWeb System's satisfaction.

13.4   The Vendor's invoice must:

(a)   Be correctly addressed;

(b)   Identify iWeb Systems' order number;

(c)   Be a valid tax invoice for GST purposes; and

(d)   Where request by iWeb Systems, be accompanied by documentation substantiating the amount claimed.

13.5   iWeb Systems will pay all correctly rendered and undisputed invoices within 30 days after receipt of the Vendor's invoice.

13.6   If iWeb Systems disputes an invoice:

(a)   Payment is suspended until the dispute is resolved; and

(b)   The Vendor must give any information or document requested by iWeb Systems in relation to the invoice or the dispute.

13.7   As well as any of its other rights, iWeb Systems may deduct from the Vendor's invoice any amount owed to iWeb Systems (including under any indemnity).

14.   GST

14.1   Except where this Agreement states otherwise, each amount payable by a party under this agreement in respect of a taxable supply under GST Law by the other party is expressed as a GST inclusive amount.

14.2 A party is not obliged under this clause to pay GST on a taxable supply to it under this Agreement until given a valid tax invoice for the supply.

15. THIRD PARTY LICENSING

The Vendor shall at all times be responsible for ensuring that they comply with appropriate licensing for all and appropriate suppliers of software, licenses etc. as may be in use from time to time.

16. CONFIDENTIALITY

16.1 Each party must not use the other party's Confidential Information other than for the purpose of fulfilling the requirements of and to give effect to the performance of this Agreement.

16.2. Each party must maintain strict confidentiality in relation to the other party's Confidential Information and must not divulge all or any aspect of the Confidential Information to any person not in its employ or engagement in relation to fulfilling its obligations under this Agreement;

16.3 The obligations on the parties under this clause shall not be taken to have been breached to the extent that the Confidential Information:

(a) Is disclosed to the relevant party's professional advisers, officers, employees, agents or subcontractors solely and to the extent necessary in order to comply with obligations or to exercise rights under this Agreement;

(b) Is disclosed to the relevant party's internal management personnel, solely to enable effective management or auditing of related activities of and incidental to fulfilling its obligations under this Agreement;

(c) Is authorised or required by law or by order of any regulatory authority, stock exchange, judicial or parliamentary body or governmental agency to be disclosed.

16.4 The Vendor agrees that it will treat as confidential information and keep secret during the term of this Agreement and for three full years after the termination of it all information relating to the business practices or customers of iWeb Systems that is disclosed to it in confidence unless iWeb Systems gives its prior written consent to such disclosure unless such disclosure is required by law or relevant regulatory body.

16.5 The Vendor must promptly notify iWeb Systems if there is a third party request made, including government agencies, to release any Confidential Information concerning iWeb Systems or the Agreement.

17. PRIVACY

17.1 The Vendor must comply with the:

(a) Australian Privacy Principles set out in the *Privacy Amendment (Enhancing Privacy Protection) Act* 2012 (Cth); and

(b) *Privacy Act* 1988 (Cth).

17.2 If at any time during the Agreement, the Vendor collects or has access to Personal Information in order to provide the Products, the Vendor (including the Vendor's officers, employees, agents and subcontractors) must:

(a) Fully comply with Parts 1 and 3 of Chapter 2 of the *Information Privacy* Act 2009 (Qld) as if references to "agency" in those Parts of the Act were references to the Vendor;

(b) Not use any Personal Information other than for the purposes of providing the Products unless otherwise required or authorised by law;

(c) Not disclose Personal Information without the prior written consent of iWeb Systems unless required or authorised by law;

(d) Not transfer Personal Information outside of Australia without the prior written consent of iWeb Systems;

(e) Ensure that access to Personal Information is restricted to those of the Vendor's officers, employees, agents and subcontractors who require access in order to perform their duties;

(f) Ensure that the Vendor's officers, employees, agents and subcontractors who have access to Personal Information comply with the obligations imposed on the Vendor under this clause;

(g) Fully co-operate with iWeb Systems to enable iWeb Systems to respond to applications for access to or amendment of a document containing an individual's Personal Information and to privacy complaints;

(h) Comply with any other privacy and security measures in relation to Personal Information as iWeb Systems reasonably advises the Vendor from time to time;

(i) If requested by iWeb Systems, obtain from the Vendor's officers, employees, agents and subcontractors, an executed deed of privacy in a form acceptable to iWeb Systems; and

(j) Immediately notify iWeb Systems on becoming aware of any breach of this clause.

18. INTELLECTUAL PROPERTY

18.1 The Vendor retains Intellectual Property Rights in any Existing Material of the Vendor. iWeb Systems retains Intellectual Property Rights in any Existing Material of iWeb Systems.

18.2 The Vendor grants iWeb Systems a licence to operate its Software and any Existing Material.

18.3 The Vendor must not transfer, exclusively sub-licence, sell, or otherwise deal with any Intellectual Property Rights which will affect the Agreement without the prior written consent of iWeb Systems.

18.4 The Vendor warrants that:

(a) The supply of the Products by the Vendor to iWeb Systems will not infringe the Intellectual Property Rights of any third party;

(b) It owns or has valid a sub-licence to on-sell or otherwise deal with all Intellectual Property Rights necessary to provide the Products to iWeb Systems; and

(c) It owns or has valid a sub-licence to on-sell or otherwise deal with all Intellectual Property Rights necessary to allow iWeb Systems to use the deliverables for their usual purpose and in the manner contemplated in the Agreement.

19.   SUBCONTRACTING

19.1   The Vendor must not subcontract the whole or any part of its obligations under the Agreement without iWeb Systems' prior written approval, which it may grant or withhold at its sole discretion.

19.2   If iWeb Systems grants written approval, the Vendor will remain principally liable for the performance of the Agreement and the acts and omissions of any subcontractor.

20.   NON-SOLICITATION

The Vendor or its agents must not during the term of this Agreement and for the period of two years after the termination of the Agreement (for whatever reason) directly or indirectly solicit, interfere with or endeavour to entice away from iWeb Systems its employees, contractors or agents, and neither shall the Vendor procure a third party to do any of the aforementioned acts.

21.   INDEMNITY

The Vendor agrees to indemnify iWeb Systems, and its officers, employees, agents and customers against all loss, damage, claim, expense or liability of whatsoever nature and howsoever occurring including, without limitation, loss of market, loss of profit, loss of use, loss of production, or for any financial or economic loss, including indirect or consequential loss or damage, incurred in connection with:

(a)   The Vendor's performance or breach of the Agreement;

(b)   Any Products supplied by the Vendor;

(c)   A claim by a third party that the Products infringe their Intellectual Property Rights; and

(d)   Any negligent or wilfully wrong act or omission by the Vendor, or its employees, agents, suppliers and contractors.

22.   INSURANCE

22.1   The Vendor must have and maintain:

(a)   All insurances required by any law; and

(b)   Insurance cover sufficient to cover any loss or costs that may be incurred and for which the Vendor is liable in connection with the supply of the Products, including, as applicable, product liability insurance, public liability insurance and professional indemnity insurance.

22.2   The Vendor will provide evidence of such insurance at the request of iWeb Systems.

23.   NOTIFICATION

The Vendor must immediately inform iWeb Systems if:

(a)   The Vendor ceases to (or is unable to) pay its creditors (or any class of them) in the ordinary course of business, or announces its intention to do so;

(b)   A receiver, receiver and manager, administrator, liquidator or similar officer is appointed to the Vendor or any of its assets;

(c)   The Vendor enters into, or resolves to enter into, a scheme or arrangement, compromise or composition with any class of creditors; or

(d)   A resolution is passed or an application to a court is taken for the winding-up, dissolution, official management or administration of the Vendor.

24.   CONFLICT OF INTEREST

24.1   The Vendor warrants that, as of the date of entering into the Agreement, no conflict of interest exists or is likely to arise in the performance of its obligations under the Agreement.

24.2   If during the term of the Agreement, a conflict or risk of conflict of interest arises, the Vendor must notify iWeb Systems immediately in writing of that conflict or risk.

24.3   If an actual or perceived conflict of interest of the Vendor's is deemed by iWeb Systems to impact the Agreement or iWeb Systems' reputation, iWeb Systems may enforce any measures it deems necessary to remove the conflict of interest, including terminating the Agreement.

25.   BREACH

Each party agrees to promptly inform the other of any breach of this Agreement, and of any conduct of any other person which it thinks may be a breach, whether the conduct has ceased, is continuing, or may occur in the future.

26.   TERMINATION

26.1   If the Vendor breaches any term of this Agreement, then, in addition to any other remedies iWeb Systems has at law, iWeb Systems may elect either to terminate or affirm this Agreement, and in each case, claim and recover from the Vendor compensation for loss or damage suffered as a result of that breach;

26.2   iWeb Systems may immediately terminate the Agreement without notice if the Vendor:

(a)   Engages in conduct or practice that is detrimental or harmful to the good name, reputation or interests of iWeb Systems;

(b)   Breaches of any term of this Agreement and fails to remedy the breach within 14 days of notice in writing by iWeb Systems specifying the breach and requiring the Vendor to remedy it;

(c)   Fails or refuses to make Delivery of goods and/or services as directed;

(d)   Experiences an Insolvency Event;

(e)   Commits a serious or persistent breach of this Agreement;

(f)   Any of its employees, agents or subcontractors does an unreasonable act, or is convicted of any criminal offence, which in iWeb Systems' reasonable opinion reflects unfavourably on it or on anyone associated with it;

(g)   Ceases to be able to pay its debts as they become due;

(h)   Ceases to carry on business; or

(i)   Any step is taken to appoint a receiver, receiver and manager, trustee-in-bankruptcy, liquidator, provisional liquidator or any other like person of the whole or any part of the Vendor's assets or business.

26.3   If this Agreement is terminated without notice under clause 26.2:

(a)   The parties are relieved from future performance without prejudice to any right of action that has accrued at the date of termination;

(b)   Rights to recover damages are not affected.

26.4   If this Agreement is terminated under clauses 26.1 or 26.2, the Vendor is liable any direct and indirect loss suffered by iWeb Systems including, without limitation:

(a)   iWeb Systems' loss of profit; and

(b)   The legal costs incurred by iWeb Systems (on a full indemnity basis) in relation to the termination and any prior breach and in exercising any rights and remedies as a consequence of the termination and any prior breach.

26.4   The Agreement can be terminated by mutual written agreement of the parties.

27.   ENTIRE AGREEMENT

27.1   This Agreement contains the whole agreement between the parties, and supersedes all prior oral and written agreements, arrangements, representations, undertakings and communications.

27.2   The Agreement may be executed in a number of counterparts and by the parties on separate counterparts. Each counterpart constitutes an original of this Agreement, and all together constitutes one Agreement.

27.3   Without limiting clause 27.2, the Agreement may be entered into by an exchange of emails with the attached electronically scanned PDF copy of the signatures of the executed Agreement or counterparts of this Agreement.

28.   VARIATION

The Agreement may not be varied without the written consent of both parties.

29.   WAIVER

The failure of either party at any time to insist on performance of any provision of the Agreement is not a waiver of its right at any later time to insist on performance of that or any other provision of the Agreement.

30.   SEVERABILITY

The whole or any part of any clause of the Agreement that is illegal or unenforceable will be severed from it and will not affect the continued operation of the remaining provisions.

31.   SURVIVAL OF PROVISIONS

Clauses 16 ("Confidentiality"), 17 ("Privacy"), 18 ("Intellectual Property"), 20 ("Non-Solicitation"), 21 ("Indemnity") and 22 ("Insurance") survive the termination of the Agreement.

32. ASSIGNMENT

32.1 The Vendor must not transfer, assign or novate, or purport to transfer, assign or novate the Agreement. For the avoidance of doubt, a change in control of a party is a deemed assignment.

32.2 iWeb Systems may at any time transfer, assign or novate any or all of its rights, privileges, interest and obligations under the Agreement to a third party.

33. NOTICES

A communication required by the Agreement, by a party to another, must be in writing and may be given to them by being:

(a) Delivered personally; or

(b) Posted to their address specified in the Agreement, or as later notified by them, in which case it will be treated as having been received on the second Business Day after posting; or

(c) Faxed to the facsimile number of the party with acknowledgment of receipt received electronically by the sender, when it will be treated as received on the day of sending; or

(d) Sent by email to their email address, when it will be treated as received on that day.

34. DISPUTE RESOLUTION

34.1 If any bona fide dispute arises between the parties under or in relation to the Agreement, before commencing any action or court proceeding, the parties must follow the following process:

(a) The party raising the dispute must give notice ("**Dispute Notice**") to the other party, setting out reasonable particulars of the dispute;

(b) Both parties must meet within 10 Business Days of the date of the Dispute Notice to discuss in good faith and attempt to resolve the dispute.

(c) If the dispute is not resolved within 20 Business Days from the date of the Dispute Notice, either party may refer the dispute for mediation in accordance with the Australian Commercial Disputes Centre (ACDC) Guidelines for mediation.

34.2 The parties will continue performing their respective obligations under the Agreement while the dispute is being resolved, unless and until such obligations are terminated or expire in accordance with this Agreement.

34.3 Each party must bear its own costs of complying with this clause.

35. GOVERNING LAW & JURISDICTION

The Agreement is governed by, and construed in accordance with, the laws of the New South Wales, and the parties agree to submit to the non-exclusive jurisdiction of the courts and tribunals of that State.