

Attachment: Provider Terms & Conditions

1. APPOINTMENT and SERVICE PROVISION

Appointment

EML hereby appoints the Provider to provide the Services in accordance to the Service Levels from the Commencement Date the Agreement until terminated in accordance with clause 12.

Service Provision

- 1.1 The Provider accepts the appointment and agrees it will perform and complete the Services to the satisfaction of EML and in accordance with the terms and conditions of the Agreement.
- 1.2 EML will, from time to time, contact the Provider via telephone or email to request Services. In connection with each request for Services, EML will issue a Referral Form and must use its reasonable efforts to provide the information specified in that form.
- 1.3 If the Provider is unable to provide the Service, the Provider shall notify EML within one (1) Business Day upon receiving the Referral. Otherwise, the Provider will provide the Services in accordance with any Referral Form and on the terms and conditions of the Agreement at all times.

2. EML ACTING AS AGENT OR CLAIMS MANAGER and VOLUME

- 2.1 The Provider acknowledges EML acts as an agent for the Principal and as such EML is bound by the provisions of the Principal Agreement. To avoid doubt, none of the provisions of the Principal Agreement apply to this Agreement unless expressly set out in this Agreement
- 2.2 At any time, acting reasonably in compliance with the Principal Agreement (whether varied after the Agreement or otherwise), EML may in writing direct the Provider:
 - (a) to alter the Services or to carry out any work of a character similar to the Services EML determines as being reasonably necessary; or
 - (b) to do such other act or deems EML reasonably necessary so as to enable EML to comply with the Principal Agreement;and the Provider must, subject to any applicable Law comply with any such direction subject to clause 2.3.
- 2.4 EML may under the instructions of the Principal, require the Provider to implement certain Directions and the Provider shall, without breaching its obligations under the Agreement or seeking any entitlement for compensation or damages from the Principal or EML, give effect to the Directions.
- 2.5 If any such varied Services (including pursuant to clause 2.2 and 2.3) or provision of the Agreement reasonably warrants additional fees being payable (which fees are not otherwise contemplated in the terms of the Agreement) to the Provider, then EML and the Provider shall act reasonably and co-operate to reach agreement on such fees prior to the varied work being performed.

2.6 The Provider acknowledges and agrees despite any provision to the contrary there is no minimum volume of work or Services which EML is required by virtue of the Agreement to request or order from the Provider during the term of the Agreement. For the avoidance of doubt, there is no requirement upon EML to obtain services which are the same or similar to the Services exclusively from the Provider.

3. PROVIDER'S STAFF

- 3.1 The Provider must maintain adequate resources and engage sufficient Staff with the necessary skills, expertise, qualifications and training to provide the Services in accordance with the terms of the Agreement.
- 3.2 The Provider must ensure the Services are provided by one or more of those Key Personnel.
- 3.3 Key Personnel to be used for the provision of the Services may be replaced during the period of the Agreement by other appropriately qualified individuals on the Provider's Staff subject to the Provider obtaining the prior approval of the EML Representative (which shall not be unreasonably withheld or delayed) to the change in Key Personnel.
- 3.4 The EML Representative may by request or require any Staff be removed from the provision of the Services provided the request is reasonable and in writing.

4 GENERAL OBLIGATIONS OF THE PROVIDER

Provision of Services

- 4.1 Subject to EML fulfilling their duties and obligations under the Agreement, the Provider shall provide the Services.
- 4.2 The Provider must provide the Services in the following manner:
 - (a) in accordance with the Agreement;
 - (b) exercising due care, skill and judgement, and in accordance with accepted business practices and industry standards; and
 - (c) subject the clause 2.3 and in accordance with reasonable instructions or directions given by EML, as soon as reasonably practicable, including but not limited to any reasonable variation in relation to an addition, modification, deferment, omission, reduction from or substitution of any of the Services.
- 4.3 The Provider shall ensure any timeframes, standards or service levels set out in the Agreement are complied with and shall be liable for all reasonable costs and expenses incurred by EML if they are not.
- 4.4 The Provider undertakes to deliver the Services at any of the Service Locations that shall be identified by EML throughout the period of the Agreement and should it become unable to do so in respect of any of those Service Locations, it shall promptly inform EML

Conflicts of Interest

- 4.5 Within 48 hours (excluding weekends and public holidays) of receipt of a Referral Form, the Provider shall inform EML of any perceived, potential or actual

conflict of interest between the interests of EML and the provision of the Services.

Reporting

- 4.6 The Provider will provide a written confirmation at least once every year during the term of the Agreement stating the Provider:
- (a) has or will pay any payroll tax if applicable;
 - (b) paid all applicable workers compensation and other applicable insurance; and
 - (c) has paid all other remuneration, due and payable in accordance with the Law to its employees that have provided the Services.
- 4.7 The Provider shall prepare and provide any report, which shall reasonably be requested by EML and if requested by the Principal in connection with the monitoring of the delivery of the Services in addition to the annual reporting referred to in clause 4.6.

Compliance with the Laws

- 4.8 At all times during the term of the Agreement, the Provider:
- (a) must hold all authorisations, permits and licences required under any Relevant Regulatory Requirements to perform the Services;
 - (b) comply with the requirements of all Relevant Regulatory Requirements applying to the Principal's receipt of the performance of the Services
 - (c) ensure that it will comply with all Modern Slavery Laws, will take reasonable steps to identify, assess and address risks of Modern Slavery practices in its operations and supply chains, used in the provision of the services under this Agreement and if required, will provide EML with information reasonably requested by EML to assist EML with its obligation under the Modern Laws; and
 - (d) will comply with any policies and procedures and manuals that EML sees fit to request the Provider to comply with.
- 4.9 While engaged under the Agreement, the Provider will act in EML's best interest in connection with any matter related to the Services (subject to any Relevant Regulatory Requirements).

Subcontracting

- 4.10 The Provider will not subcontract any of its obligations under the Agreement to any third-party service provider except with the prior written consent of EML. EML may in its absolute discretion withhold such consent or impose conditions on such consent.
- 4.11 The Provider, in the circumstances where the appointment of a third-party subcontractor is approved pursuant to clause 4.10, has the sole responsibility for ensuring that any Services performed by the third-party service provider meet the requirements of the Agreement.
- 4.12 The Provider is responsible to EML in respect of the acts and omissions of any third-party service provider it appoints in accordance with clause 4.10 as it is for its own acts and omissions.

Insurance

- 4.13 The Provider must, for the duration of the Agreement, ensure it is insured with, or is the beneficiary under a policy or policies with, a reputable insurance company for the types of insurance and up to at least the sums for each type of respective insurance cover as specified below:

- (a) \$2,000,000 in aggregate per policy year in respect of Professional Indemnity insurance;
- (b) \$20,000,000 in respect of Public Liability insurance in respect of any one incident or event; and
- (c) Workers compensation insurance covering all employees and other workers as required in each state or territory in which the Providers' employees or workers are performing any of the Services.

Gifts

- 4.14 The Provider shall not provide and will otherwise use its best endeavours to ensure it does not accept any gifts benefits or favours, including and gifts benefits or favours that may relate or may reasonably be perceived as relating to the delivery of the Services unless an express approval is received from the Principal.

5 WORKPLACE HEALTH AND SAFETY

- 5.1 The Provider shall at all times comply with the Relevant Regulatory Requirements pertaining to health and safety.
- 5.2 The Provider shall in performing the Services adopt safe methods of work in order to protect the health, safety and welfare of its Staff and other persons for whose health and safety the Provider may be responsible.

6 FEES

The Provider is entitled to payment of Fees and subject to the Provider fulfilling their duties and obligations under the Agreement, EML shall pay the Fees in the amounts specified and at the times specified in Schedule 1 of the Agreement.

7 CONFIDENTIALITY

- 7.1 The Parties agree that Confidential Information will or may be exchanged under this Agreement or otherwise in connection with the Services. Each Party must keep the Confidential Information of the Parties confidential not use, disclose or reproduce the Confidential Information of the Parties for any purpose other than the purposes of this Agreement.
- 7.2 The Parties further undertake:
- (a) To maintain as confidential the Confidential Information both during and after the term of the Agreement and to ensure Confidential Information is used strictly for the purposes of the provision of the Services only;
 - (b) To take all necessary precautions (including to establish and maintain reasonable security measures to safeguard the Confidential Information from unauthorised access, use, copying or disclosure;
 - (c) To return or destroy all Confidential Information at the request of a Party upon termination or expiry of the Agreement (or upon a Party's reasonable request made at any other time) except that information necessary to comply with any Relevant Regulatory requirements or copies of which are held as routine backup on the servers; and
 - (d) To exercise due care and propriety when dealing with third parties in connection with the Agreement and to ensure that no commitments are entered into without the other Party's prior written agreement.

7.3 Notwithstanding clause 7.1, the Parties may use or disclose Confidential Information of the other Party to the extent necessary and with reasonable notice, to comply with the Law, binding directive of a Regulator, disclosure to any relevant stock exchange or a court order.

regard to the obligations in clauses 8.1(i)-(v), if any.

8 PRIVACY

8.1 Where the Provider accesses or obtains any Personal Information during the performance of the Services then the Provider must:

- (a) comply with the Relevant Regulatory Requirements as it applies to Privacy Laws as may be in force from time to time which regulate the collection, storage, use and disclosure of information, as if it were regulated by these Law.
- (b) comply with any code or policy pursuant to Privacy Laws which has been adopted by EML (copies shall be provided, if and where applicable) as if it were bound by that code or policy;
- (c) comply with any direction of EML that is consistent with the Privacy Laws, codes and policies referred to in paragraphs (a) and (b) in this clause and use the Personal Information only for the purposes of performing its obligations under the Agreement;
- (d) restrict access to any Personal Information to Staff who need to access the Personal Information to fulfil the Provider's obligations under the Agreement and ensure that such Staff comply with the obligations of the Provider under the Agreement on behalf of the Provider;
- (e) promptly notify EML in writing of any request made for access to the Personal Information;
- (f) co-operate with EML in the resolution of any complaint under, or relating to, any of the Privacy Laws, codes or policies referred to in paragraphs (a) and (b) in this clause;
- (g) ensure that no Personal Information is transferred, stored or accessed from, any overseas location without the prior written consent of EML;
- (h) comply with any reasonable requests from EML to provide evidence of Privacy Law compliance (including Information and Data Security compliance) if required;
- (i) immediately notify EML in writing when the Provider becomes aware of a breach or a potential breach of any of its obligations in the Agreement concerning collection, security, use and disclosure of Personal Information and health information, including unauthorised access to, unauthorised disclosure of or a loss of Personal Information (Data Breach); and
- (j) must, in the event of a Data Breach:
 - i. take urgent all reasonable steps to contain and remedy the Data Breach;
 - ii. identify and report any impacted Personal Information connected with EML;
 - iii. mitigate any loss or interference with privacy and data protection flowing from the Data Breach;
 - iv. deploy appropriate measures and controls to protect further impact and prevent any future similar Data Breaches;
 - v. provide prompt assistance to EML, the Principal or its nominated agent in investigating the Data Breach and issuing any required notifications; and
 - vi. subject to applicable Laws, follow EML or the Principal's reasonable directions in

9 RECORDS AND RIGHT OF AUDIT ACCESS

9.1 The Provider must maintain full, true and up-to date Records relating to its provision of the Services. These Records must:

- (a) include appropriate audit trails for transactions performed;
- (b) include records of all receipts and expenses in relation to the Services;
- (c) be kept in a manner that permits them to be audited by or on behalf of EML pursuant to any rights of audit or inspection under the Agreement;
- (d) be drawn in accordance with any applicable 'Australian Accounting Standards' set by the Australian Accounting Standards Board; and
- (e) in the case of any Service provided on a time and materials or cost-plus basis, identify the time spent by the Provider in performing that Service.

9.2 Subject to the Provider's reasonable requirements for compliance with confidentiality, security, work health and safety and Privacy Laws, the Provider shall promptly (including following termination for whatsoever reason of the Agreement) provide EML or the Principal's personnel or its appointed agent conducting any internal audit or review access when requested to copy and remove any copies of; and the Records, save that the Provider will be permitted to retain copies of any Records where required by an applicable Laws.

9.3 The Provider must comply with any request from EML on behalf of a Regulator:

- (a) to allow a Regulator and its representatives access to the Records;
- (b) to allow such Regulator and its representatives to conduct on-site visits at the premises of the Provider if the Regulator considers it necessary; and
- (c) to cooperate with a Regulator's request made to EML or other entity within the Corporate Grouping for information and assistance.

9.4 All Records vest in the Principal.

10 INTELLECTUAL PROPERTY RIGHTS

10.1 The Provider acknowledges and agrees no Intellectual Property Rights of EML or any of the entities in its Corporate Grouping shall be transferred or licensed to, or otherwise vest in, the Provider by virtue of the Agreement or its operation.

10.2 The Provider warrants no material produced by it in the performance of the Agreement (including any reports or deliverables) breaches any ownership rights or Intellectual Property Rights of any third party and shall fully indemnify EML for any claims arising as a result of breach of this warranty.

10.3 Nothing in the Agreement confers on the Provider any rights (including Intellectual Property Rights or rights of usage) in EML or the Corporate Grouping's logos or trademarks, and similarly nothing in the Agreement confers on EML any such rights in the Provider's logos or trademarks, unless expressly agreed.

10.4 If any Intellectual Property Rights are created under the Agreement they shall be transferred and vest in the Principal in perpetuity.

- 10.5 To the fullest extent permitted by Law, the Provider shall, at no cost irrevocably
- (a) transfer and assign to the Principal, waives and agrees never to assert, and
 - (b) where relevant, shall procure all its Staff to transfer and assign to the Principal and waives and agrees never to assert,
- any and all rights of paternity, integrity, disclosure and withdrawal, and any other rights that may be known as or referred to as "moral rights," or the like in any materials or deliverables that are provided to EML and/or the Principal in connection with the Services.

11 WARRANTIES

- 11.1 The Provider warrants to EML on a continuing basis:
- (a) it holds all licences, permits, consents and authorisations required under the Law for it to provide the Services contemplated under the Agreement;
 - (b) it will perform all Services in a professional manner with due care, skill and diligence and in accordance with industry standards;
 - (c) it is able to perform the Services in accordance with the Service Levels;
 - (d) it will perform the Services using stable, proven technology;
 - (e) (d) it will maintain robust information security systems and data protection measures that meet or exceed the requirements of applicable laws, regulations, and industry best practices to ensure the confidentiality, integrity, and availability of EML's and/or Principal's data
 - (f) in providing the Services, it will not infringe the Intellectual Property rights, moral rights or any other rights of any other person;
 - (g) its employees shall be appropriately experienced, qualified and trained for the provision of the Services;
 - (h) it has adequate contingency plans in place to deal with emergencies or business disruptions;
 - (i) it has taken all reasonable steps to ensure that no actual or potential conflict of interest exists that would impair its ability to carry out the Services in the best interests of the Provider; and
 - (j) shall monitor closely its delivery of the Services and undertakes to disclose promptly to the Provider any development that would have an adverse impact on its ability to carry out the Services effectively and in compliance with the Law and Relevant Regulatory Requirements.

12 TERMINATION

- 12.1 Without prejudice to any other rights or remedies it may have and in addition to any rights of termination provided elsewhere in the Agreement, EML may, by giving written notice to the Provider, immediately terminate the Agreement, pursuant to the date specified in the notice of termination, if any of the following circumstances occur or exist:
- (a) if the Provider commits a material breach of the Agreement, which breach is not remedied within 14 days after notice of breach from EML to the Provider;

- (b) if the Provider commits a material breach of the Agreement which is not capable of being remedied;
- (c) if the Provider commits a number of breaches of its duties or obligations which collectively constitute a material breach of the Agreement;
- (d) if the Provider through death or incapacity or being a company or partnership owing to its dissolution is unable to provide the Services;
- (e) if EML determines or is advised by the Provider of a conflict of interest or EML determines in its discretion, there is a perceived conflict of interest;
- (f) if the Provider's new business arrangements are deemed unsuitable by EML acting reasonably;
- (g) if the Provider is subject to an Insolvency event; or
- (h) if such termination is necessitated by its obligations under the Principal Agreement.

- 12.2 Either EML or the Provider may terminate the Agreement, without cause, on 21 days' written notice.

13 CONSEQUENCES OF TERMINATION OR EXPIRY

- 13.1 Subject to clause 13.2, the Provider may claim any payments due for Services properly performed up to the date of termination provided the Provider is acting reasonably in performing those Services, or if appropriate, payment of any agreed fee shall be apportioned on a pro-rata basis in the event of a termination.
- 13.2 On termination of the Services pursuant to clause 12.1 (a) to (c), EML may recover from the Provider, as it may reasonably deem appropriate any costs incurred as a result of such termination including but not limited to the costs for any alternative arrangements made to complete the Services or any part of them which would have become payable under the Agreement if completed.
- 13.3 Except where the Provider must retain a copy under an applicable law or where a copy is held as part of an existing routine data back-up on the server of the Provider, the Provider shall immediately return all Records, and destroy any such material electronically held, if requested to do so by EML and in any event, upon termination of the Agreement for whatever reason whereupon the Records will remain with the Principal.
- 13.4 Clauses 7, 8, 9, 10, 13, 14 and 15 and any other clauses or provisions of the Agreement which are expressly or by implication intended to come into force or to continue in force on or after termination or expiry of the Agreement shall survive termination or expiry of the Agreement, as does any licence to any Intellectual Property granted under the Agreement which on its terms is expressed to extend, or necessarily extends, beyond the termination of the Agreement. Termination of the Agreement will not affect any accrued rights or liabilities of the Parties.

14 INDEMNITY

- 14.1 The Provider shall indemnify, defend, and hold harmless EML from any Loss, breach of this Agreement, negligence, fraud or dishonesty of the Provider or the Provider's employees, agents or subcontractors and any claims related to personal injury or death arising from the Provider's performance of the Services, except to the extent that such Loss or claims are caused by the negligence or default of EML or any person for whom EML is responsible.

- 14.2 Where a claim is made, or proceedings are brought against EML in respect of any Loss under clause 14.1, the Provider shall reimburse EML any costs or expenses which EML may reasonably incur in dealing with or in settling that claim or those proceedings.
- 14.3 EML shall notify the Provider as soon as possible of any claim made or proceedings brought against EML in respect of any Loss.
- 14.4 EML shall reimburse the Provider for any costs or expenses which the Provider incurs in accordance with clauses 14.2 or 14.3 to the extent that the Loss is caused by EML. To the extent permitted by law, the liability of the Provider under or in connection with this Agreement will be reduced proportionately by the extent, if any, to which a breach of this Agreement by, or the negligent acts or omissions of EML caused or contributed to the relevant Loss suffered or incurred by EML.
- 14.5 The Parties agree that EML may subrogate its rights under this clause to the Principal, including the right to sue for damages for breach of the Agreement against the Provider.

15 LIABILITY AND LIMITATION

- 15.1 EML and the Provider hereby agree that despite any other provision in the Agreement, the maximum aggregate liability of:
- (a) EML to the Provider collectively for all Loss arising out of the Agreement, including liability for breach, in negligence or in tort or for any other common law or statutory action, shall not exceed the Fees payable under the Agreement; and
 - (b) the Provider to any other party (including EML and/or the Corporate Grouping's and anyone claiming through or on behalf of EML and/or the Corporate Grouping) collectively for all Loss arising out of the Agreement, including liability for breach, in negligence or in tort or for any other common law or statutory action, shall not exceed A\$ 1 million.
- 15.2 No liability cap will apply in instances of fraud, wilful default, negligence, or in respect of any breach of clauses 5, 7 and/or 8 of the Agreement.
- 15.3 Neither party is liable for any Consequential Loss however caused (including by the negligence of a Party or its employee), suffered or incurred in connection with the Agreement.

16 CHANGE OF CONTROL

- 16.1 The Provider shall immediately inform EML in writing of any proposal or negotiations which may, or will, result in:
- (a) a Change of Control of the Provider and/or;
 - (b) a merger between the Provider and another company, person or entity.

17 GOODS AND SERVICES TAX

- 17.1 Where a party (Supplier) makes a taxable supply to another party (Recipient), the Recipient must pay to the Supplier an additional amount equal to the GST payable by the Supplier (unless the consideration for that taxable supply is expressed to include GST). The additional amount must be paid when any consideration for the taxable supply is first paid or provided. The

Supplier must provide to the Recipient a tax invoice at the time of payment.

- 17.2 If a Party indemnifies, reimburses or makes a contribution (Contribution) to the other Party, and the other Party can obtain an input tax credit on an acquisition associated with the Contribution, the amount of the Contribution for the first party is reduced by the amount of that input tax credit. The reduction is to be made before any increase under clause 17.1.
- 17.3 Terms are used in this clause they have the meanings given to them in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

18 COMMUNICATION AND SERVING OF NOTICES

- 18.1 EML and the Provider Representative contact details are as specified in Schedule 1 of the Agreement.
- 18.2 Notices given pursuant to the Agreement shall be in writing, addressed to the relevant representative of the party outlined in Schedule 1 of the Agreement, and may be delivered personally by hand, by email, by ordinary pre-paid post.
- 18.3 A notice shall be deemed delivered as follows:
- (a) If delivered personally by hand, at the time of;
 - (b) If sent by mail, on the third business day after posting; or
 - (c) If sent by email to the email address of the addressee (being the email address as identified in Schedule 1 of the Agreement for the Provider Representative or the EML Representative, as the case may be), at the time it is received.

19 DISPUTE RESOLUTION

- 19.1 If a dispute arises between the Parties as to any matter or thing arising out of the Agreement, an attempt will be made to resolve the dispute by discussion and negotiation between the senior management team of the Parties.
- 19.2 If the Parties are unable to resolve the dispute by discussion and negotiation within 14 days of the dispute arising, or such longer period as agreed, the matter will be referred to the General Manager at EML or its assigned personnel and the General Manager or its assigned personnel of the Provider for dispute resolution by way of discussion and negotiation.
- 19.3 If the officers in clause 19.2 are unable to resolve the matter within 21 days, or such longer period as agreed, they will agree upon a process for resolving the dispute through an external dispute resolution process such as arbitration, conciliation, mediation and/or independent expert determination.
- 19.4 The costs of the external dispute resolution process shall be borne by the parties equally unless it is determined that the conduct of either party is such that a party should bear all such costs.
- 19.5 The provision of the Services shall continue regardless of the Parties seeking to resolve any dispute pursuant to this clause.
- 19.6 The Parties agree at any point prior to the commencement of an external dispute resolution process, a representative of the Principal may intervene in any disputes.

20 FORCE MAJUERE

- 20.1 Each Party shall be excused from liability for the failure or delay in performance of any obligation under this Agreement by reason of Force Majeure
- 20.2 Such excuse from liability shall be effective only to the extent and duration of the Force Majeure causing the failure or delay in performance and provided that the Party has not caused such event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such event and to perform the obligation.
- 20.3 Notice of a Party's failure or delay in performance due to Force Majeure must be given to the unaffected Party promptly thereafter but no later than five (5) days after its occurrence which notice shall describe the Force Majeure event and the actions taken to minimize the impact thereof.
- 20.4 All delivery dates and milestones (if any) under this Agreement that have been affected by Force Majeure shall be tolled for the duration of such Force Majeure.
- 20.5 Notwithstanding the foregoing, should the failure or delay in performance of the Service due to the event(s) of Force Majeure suffered by a Party extend beyond a seven-day period, the other Party may then terminate this Agreement by written notice to the non-performing Party, with the consequences of such termination as if this Agreement had expired (and was not terminated).

21 MISCELLANEOUS

- 21.1 **Assignment**
The Provider must assign, transfer or novate the Agreement to the Principal in its own right or its nominee on the same terms and conditions as the Agreement promptly upon notice being given to the Provider by EML and the Provider shall sign such documents as are reasonably required to be executed to give effect to this.
- 21.2 **Severability**
If any provision of the Agreement shall be declared invalid, unenforceable or illegal by the Courts of any jurisdiction to which it is subject such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability and legality of the remaining provisions of the Agreement.
- 21.3 **Entire Agreement**
The Agreement shall constitute the sole and entire agreement between the parties. There are no promises, terms, conditions or obligations, oral or written, express or implied, other than those contained in the Agreement.
- 21.4 **Variation**
Any variation, addition or deletion to the Agreement shall be made by mutual agreement evidenced in writing, signed by the EML Representative (or duly authorised representative of EML) and the Provider and annexed to the Agreement.
- 21.5 **Waiver**
The failure of a party hereto to exercise or enforce any right conferred upon it under the Agreement shall not be deemed to be a waiver of any such right or operate so as to bar the enforcement thereof at any time.
- 21.6 **No-Exclusivity**
The Agreement is non-exclusive and non-restrictive, and nothing in the Agreement shall prevent either Party from entering into agreements of similar nature with third parties.

- 21.7 **Electronic Signatures**
Each Party agrees that the Agreement and any other documents to be delivered in connection to the Agreement may be electronically signed, and that any electronic signatures appearing on the Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.
- 21.8 **Law and Jurisdiction**
The Agreement is governed by the laws of New South Wales. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.
- 21.9 **Counterparts**
This Agreement may be executed by counterparts by the respective parties, which will together constitute one agreement.

22 INTERPRETATION AND DEFINITIONS

- 22.1 Interpretation – In the Agreement, terms appearing in bold font within a provision shall have the meaning prescribed in that provision; and except where the context otherwise requires, the following expressions shall have the following meanings:

"Agreement"	Means the agreement concluded between EML and the Provider for the Provider to carry out the Services, comprising the Operative Provisions, these Terms and Conditions, each of the schedules, and any other documents incorporated by reference, and shall include any variations subsequently agreed by the parties in writing.
"APRA"	Means the Australian Prudential Regulatory Authority.
"ASIC"	Means Australian Securities & Investments Commission.
"Change in Control"	means, in relation to a corporation, a change: (a) in "control" (as that term is defined in the Corporations Act 2001 (Cth)) of the corporation; (b) in control of more than half the voting rights attaching to shares in the corporation; or (c) in control of more than half the issued shares of the corporation (excluding any part which carries no right to participate beyond a specified amount in the distribution of either profit or capital).
"Confidential Information"	Means all information made available to the Provider pursuant to the Agreement, which may be derived from or obtained in the course of providing Services under the Agreement or which may come into the possession of its Staff, as a result of or in connection with the Agreement but shall not include.

	<p>(a) information was explicitly expressed to be not confidential;</p> <p>(b) information is already in the public domain other than through a breach of the Agreement by the Provider, its Staff, or its other employees, sub-contractors, consultants or agents; or</p> <p>(c) information which the Parties acquire from a third party where that third party was entitled to disclose it.</p>
“Corporate Grouping”	Means EML together with its respective associated entities (which term when used in the Agreement has the meaning assigned to it in the <i>Corporations Act 2001 (Cth)</i>).
“Consequential Loss”	Means any consequential, indirect or economic loss or damage, including but not limited to: (i) increased costs or expenses, (ii) loss of production, loss of profit, loss of business, loss of contracts or loss of revenues, reputation loss or (iii) exemplary and/or punitive damages arising out of or in connection with provision of the Services.
“Commencement Date”	Means the date specified in Schedule 1 of the Agreement.
“Directions”	Means the lawful approval, authorisation, certificate, decision, demand, determination, direction, explanation, guideline, instruction, notice, notification, order, permission, rejection, request or requirement which the Principal may make, give or issue.
“EML Representative”	Means the representative of EML as specified in Schedule 1 of the Agreement.
“Fees”	Means the fees set out in Schedule 1 of the Agreement.
“Force Majeure”	Means strikes, lockouts, lockdowns, material, labour, movement or any types of restrictions by any governmental authority, unusual transportation delays, riots, floods, washouts, explosions, earthquakes, fire, storms, weather, pandemics, acts of the public enemy, acts of terrorism, wars, insurrections, and/or any other cause not reasonably within the control of the Parties or which by the exercise of due diligence the Party is unable to wholly or in part prevent or overcome of any event beyond such Party’s reasonable control.
“Insolvency”	means, in relation to a party means anything that reasonably indicates that there is a significant risk that that party is or will become unable to pay its debts as they fall due. This includes any of the following:

	<p>(a) the appointment of a receiver, receiver and manager, administrator, liquidator or provisional liquidator to the Party or any of its assets;</p> <p>(b) the Party entering into any type of agreement, composition or arrangement with, or assignment for, the benefit of all or any of its creditors; or</p> <p>the Party ceases or takes steps to cease to carry on its main business.</p>
“Intellectual Property Rights”	Means all manner of intellectual property rights including without limitation patents, trademarks, service marks, copyright, design rights and know-how trade secrets, trade, business or company names, company logos and other intellectual property rights.
“Key Personnel”	Means the key personnel as identified by Employers Mutual from time to time.
“Law”	Means: <p>(a) any statute, regulation, by-law, ordinance or subordinate legislation in force in Australia, whether made by a local government, state, territory, of the Commonwealth of Australia;</p> <p>(b) any ancillary rules, guidelines, orders, directions, directives, codes of conduct or other instruments made or issued thereunder;</p> <p>(c) common law and the principles of equity;</p> <p>(d) any Direction issued under any Law; and</p> <p>(e) any relevant industry codes of conduct (whether mandatory or voluntary in their application).</p>
“Loss”	Means any obligations, causes, suits, rights, claims, debt, expenses, liability, losses, proceedings and demands of any nature, claim for damages, costs, interest or indemnity, and whenever present or future, fixed or ascertained, actual or contingent, however arising, known or unknown.
“Modern Slavery Laws”	Means, as applicable, the <i>Modern Slavery Act 2018 (NSW)</i> and the <i>Modern Slavery Act 2018 (Cth)</i> and their respective regulations and codes from time to time.
“Modern Slavery”	as the meaning assigned to it in the Modern Slavery Laws
“Operative Provisions”	Means the Operative Provision in the Agreement

"Party"	Means a party to the Agreement.
"Party Representatives"	Means the Employers Mutual Representative and the Provider Representative.
"Personal Information"	Means information or an opinion, whether true or not, and whether recorded in a material form or not, about an identified individual, or an individual who is reasonably identifiable and shall include an individual's name, signature, address, telephone number, date of birth, medical records, bank account details and commentary or opinion about a person.
Principal	Means the principal identified in Schedule 1 of the Agreement
Principal Agreement	Means the principal agreement identified in Recitals of the Agreement.
"Privacy Law(s)"	Means legislation, statutory instruments and any other enforceable codes or guidelines regulating the collection, use and/or disclosure of Personal Information that applies to any of the Parties or to the Agreement.
"Provider Representative"	Means the representative of the Provider as specified in Item 3 of Schedule 1 of the Agreement.
"Referral Form"	Means the referral form or standard form referral document that will be issued by Employers Mutual from time to time to the Provider, in connection with each request for Services.
"Regulator"	Means APRA, ASIC, or any other regulatory or governmental authority with jurisdiction in respect of the business of Employers Mutual.
"Relevant Regulatory Requirements"	Means any requirements or obligations under any statute, regulation or statutory instrument, together with any directions or pronouncements of any Regulator and shall include without limitation, the provisions of the <i>Insurance Contracts Act 1984 (Cth)</i> , <i>Corporations Act 2001 (Cth)</i> , <i>the Competition and Consumer Act 2010 (Cth)</i> , <i>Workers Compensation Act 1987 (NSW)</i> , <i>the Privacy Act 1988 (Cth)</i> and all other applicable privacy laws, any other enforceable codes or guidelines that applies to any of the Parties, the Principal or to the Agreement and in the particular state or territory in Australia in which the Services are provided.
"Records"	Means any books, records, accounts, information and data in the possession or control of the Provider which in any way relate to or are or have been used in connection with the performance of

	the Services including (but without limitation) data and information stored on a computer system operated by the Provider.
"Services"	Means all the deliverables, work and services (including the standards, methods and techniques to be used in delivering them) described or referenced in the Agreement, and in particular Schedule 2 – The Services, to be provided by the Provider under the Agreement.
"Service Levels"	Means the service levels as specified in Schedule 2 of the Agreement.
"Staff" / "Staff Member"	Means any employee, engaged by the Provider to perform the Services including Key Personnel.

- 22.2 Where appropriate, the singular includes the plural and vice versa. Words importing one gender include all other genders.
- 22.3 'Persons' includes companies and all other legal entities.
- 22.4 a reference to 'A\$', '\$A', 'dollar' or '\$' is a reference to Australian currency;
- 22.5 Unless otherwise stated, any reference to any legislation (including regulations or other statutory instrument) or code or similar instrument, or provision, thereof is a reference to that legislation, code or instrument (and the relevant provision as the case may be) as amended, extended or re-enacted by any subsequent legislation, code or instrument.
- 22.6 The headings in the Agreement are for convenience only and will not affect its interpretation. Any reference to a condition or schedule is to the corresponding condition or schedule in the Agreement unless stated to the contrary. The schedules and attachments to the Agreement are an integral part of the Agreement and any reference to the Agreement includes a reference to its schedules, annexures, appendices or other attachments.
- 22.7 The words "in writing" or "written" include any communication sent by letter, email transmission or any other form of communication capable of being read by the recipient.