

Driver/Independent Contractor Agreement

BACKGROUND:

- A. The Company conducts the business known as Cobber, a mobile application that connects users with drivers to assist with transporting personal items.
- B. The Company has agreed to utilize the services of the Contractor, and the Contractor has agreed to provide those services to the Company, on the terms set out in this Deed.

OPERATIVE PROVISIONS:

1. Definitions and Interpretation

1.1 Definitions

In this Deed unless the context indicates otherwise, the following words have the following meanings:

- **Commencement Date** means the date agreed to in your signup;
- **Confidential Information** means information that is confidential and is not in the public domain (unless in the public domain because of a breach of any obligation of confidentiality), and includes (without limitation) the Company's intellectual property, including future intellectual property developed by the Company, personnel, policies, business plans, marketing strategies, products, services, manuals, product and service development, finances, funding, pricing policies, price and cost data, or other transactions or affairs of the Company or any of its Related Entities, the Company's customer lists and databases, supplier information (including services and deeds), partners and alliances of the Company, competitive and financial information concerning the business not in the public domain, trade secrets, ideas, concepts, source code, object code, processes, know-how, secret or confidential operations, processes, approaches or techniques of or developed by the Company in the course of its business and operations and any other information that is or may be commercially valuable to the Company or its suppliers or clients;
- **Contractor Key Persons** means the persons signing the Driver Agreement;
- **Deed** means this Contractors Deed including any schedules, annexures, and amendments made from time to time;
- **Invoice Issue Date** means the date a request for funds withdrawal is received by Cobber;
- **Invoice Payment Due Date** refers to a date 7 days after the Invoice Issue Date;
- **Intellectual Property** means any and all intellectual property, intellectual property rights, industrial property rights and Improvements of whatever nature throughout the world conferred under statute, common law or equity, whether existing now or at any time in the future that was developed in part or in full by the Contractor and which was connected in any way whatsoever with the Company's business and includes business names, trademarks, logos, service marks, trade names, copyrights, designs, patents, inventions, discoveries, processes, circuit layout rights, trade secrets, know-how, confidential information and other technical know-how and

other rights in industrial property and applications for them and license agreements or other arrangements under which the Contractor has the right to use of the foregoing, whether registered or unregistered and whether registrable or not, and the right to make application for registration of the same;

- **Related Entities** means any company, firm, partnership, or trust with common ownership or control (whether in whole or part, directly or indirectly, or through interposed entities or not);
- **Schedule** means the schedule to this Deed;
- **Service Fee** means the fees received in delivering for Cobber;
- **Service Target** means that goods are delivered in a timely fashion and in the condition that they were picked up in;
- **Services** means the Cobber delivery service and associated activities;
- **Term** means the date commencing on the Commencement Date and ending on the date that this Deed is terminated in accordance with its terms.

1.2 Interpretation

- (a) A reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision;
- (b) The singular includes the plural and vice versa;
- (c) A reference to an individual or person includes a corporation, firm partnership, joint venture, association, authority, trust, state or government and vice versa;
- (d) A reference to any gender includes all genders;
- (e) A reference to a recital, clause, schedule, annexure or exhibit is to a recital, clause, schedule, annexure or exhibit of or to this Deed;
- (f) A recital, schedule, annexure or a description of the parties forms part of this Deed;
- (g) A reference to any Deed or document is to that Deed or document (and, where applicable, any of its provisions) as amended, novated, supplemented or replaced from time to time;
- (h) A reference to any party to this Deed or any other document or arrangement includes that party's executors, administrators, substitutes, successors and permitted assigns;
- (i) Where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- (j) A reference to a matter being written includes that matter being in any mode of representing or reproducing words, figures or symbols in written form;
- (k) Except as otherwise provided, a reference to a period of time (including without limitation, a year or a month) is to a calendar period;

- (l) A reference to “amendment” includes addition, alteration, deletion, novation, extension, modification, and variation; and
- (m) A reference to “indemnity” means that the person giving the indemnity will indemnify and keep indemnified the person given the indemnity against any loss, damage, claims, actions, demands, costs, or expenses suffered or sustained because of the event indemnified against. This means that if the person indemnified suffers any loss or must pay any money (whether or not it is actually paid) because of an indemnified event, the party giving that indemnity must pay the amount of loss or the amount of liability to the indemnified party. If it does not, the indemnified party can recover the amount as a liquidated claim.

2. Services

- (a) The engagement of the Contractor commences on the Commencement Date and continues for the Term.
- (b) The Contractor is engaged to perform the Services at various times as the Contractor may wish to work, which will be dictated by the availability of transport requests on the mobile application or as agreed upon between the parties from time to time.
- (c) The parties acknowledge that the Contractor is an Independent Contractor that is free to set their own hours to provide the Services to the Company and through the mobile application.

3. Contractor’s Obligations

The Contractor must:

- (a) Perform work from the Location or Locations stipulated in the mobile application when accepting a transport request. The Contractor may be required to perform their Services from other locations as directed by the Company from time to time;
- (b) Perform all services in good faith and to the best of the Contractor’s ability at all times;
- (c) Devote the whole of the Contractor’s time, attention, and skill during time worked and at other times as reasonably necessary to perform the Contractor’s Services;
- (d) Meet the Service Targets within the periods set by the Company from time to time;
- (e) Perform the Contractor’s services in a diligent, proper, and efficient manner;
- (f) Act honestly and reasonably, and not in conflict with the Company’s interests;
- (g) Not accept any engagement or carry out any activity if, in the reasonable opinion of the Company, doing so will adversely affect the Contractor’s ability to supply the Services to the Company in accordance with this Deed;

- (h) Take all reasonable care with the Company property. Property includes tangible and intangible property including documents, papers, reports, electronic equipment (such as computers, mobile phones etc), keys, software, etc.;
- (i) Use the Contractor's best endeavours to promote and protect the interests of the Company;
- (j) Comply with all applicable laws when providing the Services, including, but not limited to, privacy and data protection laws, safety standards, occupational and work health and safety laws;
- (k) Not act in any way which may harm or prejudice the reputation or goodwill of the Company; and
- (l) Follow all reasonable and lawful directions, including all reasonable time limits, given to the Contractor by the Company.

The above obligations are not intended to limit any other duties that apply to this Deed or under the law generally.

4. Equipment

The Contractor will provide their own equipment in the provision of the Services under this Deed. Any additional equipment deemed necessary by the Company may be provided by the Company.

5. Sub-Contracting

- (a) Subject to clause 5(c), the Contractor may not delegate or sub-contract any portion of the Services without the Company's prior written consent.
- (b) Any delegation or sub-contracting of the Services by the Contractor pursuant to this clause does not relieve the Contractor of its obligations under this Deed.
- (c) If, in the reasonable opinion of the Company, a delegate or sub-contractor of the Contractor is guilty of any wrongdoing, wilful neglect, or incompetence in:
 - (i) Connection with the provision of that portion of the Services delegated or sub-contracted to the delegate or sub-contractor by the Contractor; or
 - (ii) The discharge of the Contractor's obligations under this Deed, the Contractor must, upon receipt of written notice from the Company notifying the Contractor of such a finding, immediately resume providing that portion of the Services that were delegated or sub-contracted by the Contractor pursuant to clause 5(a).
- (d) Clause 5(c) operates in addition to the rights vested in the Company pursuant to this Deed.

6. Fees and Expenses

- (a) The Company will pay the Contractor the Service Fee for the provision of the Services in arrears on the express condition that the Service Targets are met. Service Targets are guidelines to ensure timely and efficient service delivery; failure to meet these targets will not automatically result in non-payment unless such failure is significant and impacts the overall performance under this Deed.

- (b) **Average Minimum Payment:** The Company offers an average minimum payment of \$40 per task to the Contractor. This amount is calculated based on typical tasks, but the final payment for each task will depend on factors such as the volume and distance of the delivery. This average minimum payment applies to tasks that the Contractor voluntarily accepts. There is no guarantee of work or income, and the Contractor has the freedom to choose which tasks to accept. The Company does not impose any obligation on the Contractor to accept a specific number of tasks.
- (c) The Contractor acknowledges and agrees that:
 - (i) Should the Service Targets not be met, the Company may reduce payment proportionately, but this will not negate the requirement to pay for work performed unless the failure is substantial.
 - (ii) The Company has relied on the Contractor's agreement to comply with this clause in entering this Deed.
- (d) The Company must pay the Service Fee promptly upon meeting the Service Targets.
- (e) Upon payment of the Service Fee by the Company to the Contractor, the Contractor must promptly pay all taxes and assessments due on the Service Fee.
- (f) During the Term, the Contractor will provide the Company with a valid invoice at the Invoice Issue Date stating the total Service Fee payable for the relevant billing period, together with such reports as are reasonably required by the Company to substantiate the calculation of the Service Fees.
- (g) Subject to clause 6(h), the Company must pay the approved Service Fee on the Invoice Payment Due Date.
- (h) If the Company disputes an invoice:
 - (i) It may require the Contractor to provide further information to show that the amount of the invoice was necessary and reasonable for the provision of the Services;
 - (ii) The parties will endeavour to resolve any disputes in accordance with clause 18;
 - (iii) The Company's obligations under clause 6(g) will not arise in respect of that portion of an invoice that is disputed under this clause until that dispute is resolved; and
 - (iv) If the dispute is resolved, any portion of the disputed fee that is agreed to be paid by the Company (if any) will be paid within 14 days of the resolution of the dispute.
- (i) The Contractor is responsible for submitting their invoice through the Company's mobile application system. The invoice submission confirms the completion of services and triggers the Company's obligation to process payment in accordance with the terms of this Deed.

- (j) Except as otherwise provided in this Deed, the Contractor must pay all of their own overheads and expenses and bear and punctually pay, discharge, and satisfy all charges incurred and connected with the operation of the Contractor's business and in connection with the provision of the Services, including but not limited to travel, entertainment, and related expenses.
- (k) The obligations under this clause will survive the termination of the Contractor's engagement.

7. GST

- (a) The parties confirm that the fees set out in this Deed are GST-inclusive unless specifically stated.
- (b) Despite any other term of this Deed, any goods or services supplied by a party to the other are to be deemed and treated as taxable supplies for GST purposes.
- (c) Each party will do everything reasonably necessary to assist the other to claim a GST input tax credit.
- (d) If a party wishes to make a claim on the other party for GST which was not charged at the time of rendering the invoice for any reason, that claim must be made within 6 months of the date of the invoice.
- (e) The Contractor agrees that they are solely responsible for accounting for income earned pursuant to this Deed. Without limiting the generality of this clause, the Contractor will be responsible for attending to their own legal obligations in respect of income tax and/or GST.

8. Statutory Obligations, Insurances, and Registrations

- (a) The Contractor will comply with their statutory obligations in respect of the Services, including but not limited to compliance with:
 - (i) Any applicable industrial awards and agreements;
 - (ii) Minimum terms and conditions of employment including those in respect of long service leave, annual leave, parental leave, and sick leave;
 - (iii) Applicable industrial relations and anti-discrimination legislation; and
 - (iv) Occupational health and safety and workers compensation legislation.
- (b) Prior to the date of this Deed, the Contractor must obtain, and thereafter must maintain during the term of this Deed, current policies of insurance in respect of the Services, against:
 - (i) All third-party risks in relation to persons and property including public liability insurance with a limit of liability of such an amount as may be required by the Company from time to time;
 - (ii) Workers compensation claims; and

- (iii) Negligence by the Contractor or a worker employed or engaged by the Contractor with a limit of liability of such an amount as may be required by the Company from time to time.
- (c) The Contractor must provide, upon request from the Company, certificates of currency of the insurance cover obtained by the Contractor in accordance with this clause.
- (d) To the greatest extent permissible by law, the Company will not bear any responsibility for and will not be liable for, and the Contractor acknowledges they will be solely responsible for, any income tax liabilities, superannuation guarantee, levies, workers' compensation, insurance, and any other statutory levies which may be payable by the Contractor.
- (e) The Contractor will obtain and maintain until the termination of this Deed any licences or registrations required for the Contractor or their employees to perform the Services.

9. Policies and Procedures

- (a) The Contractor must comply with the Company's policies and procedures, as may be varied from time to time. Such policies and procedures take effect as reasonable and lawful instructions by the Company as principal but do not form part of this Deed.
- (b) The Company may conduct training or convene meetings outside of business hours, and the Contractor is reasonably expected to attend.
- (c) To avoid doubt, the policies (and any obligations on the Company contained therein) do not form part of this Deed, are not binding on the Company, and the Company may review, vary, add to, or withdraw the policies from time to time in its absolute sole discretion.

10. Termination

- (a) Without prejudice to any right or remedy that either party may have against the other for a breach of this Deed, either party may terminate this Deed at any time without notice to the other party:
 - (i) If the other party ceases or threatens to cease carrying on their business;
 - (ii) If the other party commits a breach of any of the provisions of this Deed and either:
 - (A) The breach is incapable of being remedied; or
 - (B) The other party does not remedy the breach within a period of seven (7) days after receiving notice specifying the nature of the default;
 - (iii) If any liquidator, receiver, or receiver and manager enters into possession of any of the assets of the other party;

- (iv) If an administrator or controller is appointed to the other party pursuant to the Corporations Act 2001 (Cth) or its equivalent in the jurisdiction in which the Contractor conducts the Contractor's business;
- (v) If any distress or execution is levied upon any of the assets of the other party and such distress or execution is not satisfied within twenty-one (21) days;
- (vi) If the other party goes into liquidation whether voluntary or compulsory (otherwise than for the purpose of amalgamation or reconstruction) or makes any composition with its creditors;
- (vii) If the other party, being an individual, dies, becomes bankrupt, or is dealt with under any legislation of the jurisdiction in which the other party conducts their business regarding mental health; or
- (viii) If the other party is convicted of a crime which could render a person liable to imprisonment.
- (b) Notwithstanding clause 10(a), either party may terminate this Deed without cause upon the provision of 30 days' notice in writing to the other party.
- (c) On termination of this Deed:
 - (i) The Contractor must cease providing the Services;
 - (ii) The Company must pay the Contractor for all Services completed up to the termination date, regardless of whether the Service Targets were met, unless termination is due to a material breach by the Contractor;
 - (iii) The Company may set off any amounts the Contractor owes the Company against any amounts the Company owes the Contractor at the date of termination except for amounts the Company is not entitled by law to set off;
 - (iv) The Contractor must return all property belonging to the Company in good condition (subject to reasonable wear and tear). This includes (without limitation) security keys, any Company document or Confidential Information, Intellectual Property, or any other document brought into existence during the Contractor's engagement with the Company which is in the Contractor's possession, custody, or control, without retaining a copy;
 - (v) The Contractor must provide to the Company all relevant passwords and access codes (including building security, computer systems, and computer files) which have been in the Contractor's care or control during the Contractor's engagement.
- (d) Termination of this Deed will not affect any accrued rights or remedies either party may have against the other.

11. Indemnity

- (a) The Contractor shall indemnify and hold harmless the Company from and against any and all claims, demands, losses, costs, expenses, and liabilities of any and every nature (including legal fees on an indemnity basis) that the Company may reasonably incur or that may be asserted against the Contractor in connection with:

- (i) A breach of this Deed by the Contractor;
- (ii) Any claim by any current or former personnel of the Contractor or other person associated with the Contractor in which it is claimed that such a person is employed or engaged by the Company;
- (iii) Any entitlement claimed by any current or former personnel of the Contractor; and
- (iv) Any injury to any of the Contractor's personnel.
- (b) This indemnity shall be a continuing obligation of the Contractor, its successors, and assigns, notwithstanding the termination of this Deed.

12. Confidentiality

- (a) Subject to clause 12(b), the Contractor shall not at any time or in any manner, either directly or indirectly, use, disclose, or communicate to any person, firm, corporation, or other entity in any manner whatsoever any Confidential Information and the Company and the Contractor specifically and expressly stipulate that as between them, such matters are important, material, and confidential and gravely affect the effective and successful conduct of the business of the Company and the Company goodwill and that any breach of the terms of this section shall be a material breach of this Deed.
- (b) The obligation in clause 12(a) does not apply where such use, disclosure, or communication of Confidential Information is:
 - (i) Required by law;
 - (ii) Made as part of the proper performance by the Contractor of their Services under this Deed; or
 - (iii) Agreed by the Company.
- (c) All of the provisions in this clause shall remain in full force and effect after the termination of the Contractor's engagement for any reason.
- (d) The Contractor acknowledges and agrees that any material provided or made available to it during the course of its engagement must not be copied, taken, or removed from the Company offices or systems (as the case may be) without the Company's prior written consent. This includes all tangible and intangible documents provided by the Company.
- (e) The Contractor must immediately take all reasonable and necessary precautions to maintain the secrecy and prevent the disclosure of any Confidential Information and must notify the Company of any suspected or actual unauthorised use, copying, or disclosure of any Confidential Information.
- (f) The Contractor acknowledges and agrees that the undertakings in this document are given for the benefit of, and are enforceable by, the Company and its Related Entities from time to time even though the Related Entity is not a party to this document.
- (g) The Contractor acknowledges that, in addition to any other remedy which may be available in law or equity, the Company is entitled to:

- (i) Temporary and/or permanent injunctions to prevent any breach of this clause by the Contractor. If the Company makes an application to a court of competent jurisdiction for injunctive relief to enforce this Deed, the Contractor waives, to the greatest extent permissible, any requirement that the Company post bond or other security as a precondition to an injunction, whether temporary or permanent; and
- (ii) An accounting and repayment of all profits, compensation, commissions, remuneration, or other benefits that:
 - (A) The Contractor; or
 - (B) Any third party that is directly or indirectly given access to, or possession of, the Confidential Information by the Contractor, has realised and/or may realise as a result of, growing out of, or in connection with such a breach.

13. Intellectual Property

- (a) The Contractor agrees that the Company owns all of the Intellectual Property rights and the Contractor agrees to assign such rights to the Company immediately upon their creation.
- (b) The Contractor agrees to inform the Company of all Intellectual Property that the Contractor creates during the Contractor's engagement. The Contractor also agrees to execute all documentation and do all such other things reasonably required to ensure that the Intellectual Property rights in Intellectual Property the Contractor vests in the Company.
- (c) If the Contractor has any Moral Rights (as defined in the Copyright Act 1968 (Cth)) in any Intellectual Property owned by the Company, the Contractor irrevocably:
 - (i) Consents to any act or omission by the Company which infringes those Moral Rights and agrees that such consent extends to the acts and omissions by the Company's licensees and successors in title (Third Parties); and
 - (ii) Waives its right to bring any Moral Rights claim against the Company or any of the Third Parties.
- (d) The obligations under this clause will survive the termination of the Contractor's engagement.

14. Relationship Between Parties

- (a) The Contractor is an independent contractor to the Company and the Contractor has no contractual relationship with the Company other than as provided for in this Deed. The Contractor acknowledges and agrees that nothing in this Deed or in the performance of any of its terms and conditions will constitute the Contractor as an employee of the Company and that no obligations arise under workplace laws (such as the Fair Work Act 2009 (Cth) in Australia) or similar laws in the jurisdiction where services are performed.
- (b) The parties acknowledge that the Contractor may provide services to the Contractor's own clients outside of the terms of this Deed. The parties acknowledge that the Contractor is a free agent and is entitled to conduct the Contractor's business from premises outside of those premises from which the Business is operated, subject to the terms of this Deed.
- (c) The parties acknowledge that nothing in this Deed or in the performance of any of its terms and conditions will constitute or imply any partnership, joint venture, fiduciary

relationship, or other relationship between the parties other than the contractual relationship expressly provided for in this Deed.

- (d) Neither party will have, nor represent that it has, any authority to make any commitments on the other party's behalf.
- (e) The Contractor acknowledges that the Company has relied upon the acknowledgments contained in this clause and acted upon such acknowledgments when entering into this Deed.
- (f) The Contractor is not required to work exclusively for the Company and is free to provide services to other clients, provided that such services do not conflict with the obligations under this Deed.

15. Privacy and Surveillance

- (a) By signing this Deed, the Contractor consents to the Company collecting, using, and disclosing the Contractor's personal information as defined by the Privacy Act 1988 (Cth) for any purpose which relates to the Contractor's engagement. The Contractor confirms that the information the Contractor has supplied is accurate, complete, and up to date. The Contractor will advise the Company immediately of any changes, and the Company will take reasonable action to update its records.
- (b) The Company monitors computer and network use on an ongoing and regular basis to ensure compliance with relevant laws and company policies. The Company may at any time access, monitor, and record any communication or information developed, used, received, stored, or transmitted by the Contractor using Company resources.

16. Obligations to Related Entities

- (a) The Contractor may, from time to time, perform duties for or in connection with one of the Company's Related Entities and may have access to information relating to that entity that is confidential.
- (b) The Contractor agrees that references to the Company in the following clauses are references not only to the Company but also to any Related Entity of the Company, so that the Contractor's duties and obligations set out in those clauses apply not only to the Company but also to those Related Entities:
 - (i) Clause 12 - Confidentiality; and
 - (ii) Clause 13 - Intellectual Property.

17. Obligations to Contractor Key Persons

- (a) As an independent and principal obligation, each of the Contractor Key Persons agrees to personally comply with the obligations of the Contractor set out in:
 - (i) Clause 12 – Confidentiality; and
 - (ii) Clause 13 – Intellectual Property, and for this purpose, those clauses will apply to the Contractor Key Persons (*mutatis mutandis*) as if references to the Contractor were to the Contractor Key Persons personally.

- (b) For the avoidance of doubt, nothing in this Deed requires the Company or its Related Entities (as the case may be) to exercise its rights under this Deed against the Contractor before exercising its rights against the Contractor Key Persons.

18. Dispute Resolution

- (a) If either party considers that there is a dispute between the parties, that party must give the other a notice (dispute notice) setting out:
 - (i) What the party considers is in dispute; and
 - (ii) What that party requires to be done to resolve the dispute and the grounds it has for those requirements.
- (b) If the dispute is not resolved within fourteen (14) days of delivery of the dispute notice, the parties must attempt to resolve the dispute by mediation with a mediator approved by both parties, or a mediator appointed by the President of the Law Society of South Australia.
- (c) The parties will not commence proceedings in any Court in relation to a matter subject to mediation unless a written notice is first provided to the other parties to the mediation that the party giving the notice has abandoned the mediation.
- (d) Evidence of anything said or done in the course of attempting to settle a dispute is not admissible in any subsequent proceedings.
- (e) During the dispute resolution process, the parties must continue to perform their obligations under this Deed.

19. General

19.1 No Announcements

No public announcement or communication relating to the existence and terms of this document or the negotiations of the parties may be made or authorised by a party unless:

- (a) Each party gives its written approval;
- (b) The disclosure is to the disclosing party's current or prospective officers, employees, investors, consultants, professional advisers, bankers, financial advisers, or financiers and those persons undertake to keep confidential any information disclosed; or
- (c) The disclosure is made to comply with any applicable law or the requirements of any regulatory body (including any relevant stock exchange).

19.2 Force Majeure

- (a) Neither party has any liability under or may be deemed to be in breach of this Deed for any delays or failures in performance of this Deed which result from circumstances beyond the reasonable control of that party.
- (b) The party affected by these circumstances must promptly notify the other party in writing when such circumstances cause a delay or failure in performance and when they cease to do so.
- (c) If such circumstances continue for a continuous period of more than 6 months, either party may terminate this Deed by written notice to the other party.

- (d) Both parties acknowledge that the failure to perform an obligation under this Deed because of anything set out in this clause 19.2(a) will not entitle either party to treat this Deed as repudiated.

19.3 Assignment

This Deed may be assigned, transferred, or novated by the Company without the Contractor's consent.

19.4 Entire Deed

- (a) This Deed contains the whole agreement between the parties in respect of the subject matter of the Deed.
- (b) The parties confirm that they have not entered into this Deed on the basis of any representation that is not expressly incorporated into this Deed.

19.5 Costs

Each party must pay its own legal costs and disbursements connected with the negotiation, preparation, and execution of this Deed.

19.6 Waiver

- (a) No failure or delay by the Company in exercising any right, power or privilege under this Deed will impair the same or operate as a waiver of the same nor may any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege.
- (b) The rights and remedies provided in this Deed are cumulative and not exclusive of any rights and remedies provided by law.

19.7 Further Assurance

Each party to this Deed must at the request and expense of the other do all things reasonably necessary to carry out the provisions of this Deed or to make it easier to enforce.

19.8 Severance

If any provision of this Deed is prohibited by law or judged by a court to be unlawful, void, or unenforceable, the provision will, to the extent required, be severed from this Deed, and rendered ineffective as far as possible without modifying the remaining provisions of this Deed and will not in any way affect any other circumstances of or the validity or enforcement of this Deed.

19.9 Law and Jurisdiction

This Deed takes effect, is governed by, and will be construed in accordance with the laws from time to time in force in South Australia, Australia. The parties submit to the exclusive jurisdiction of the courts of South Australia, Australia.

19.10 Counterparts

This Deed may be executed in any number of counterparts and by facsimile or electronic mail counterparts and by different persons on separate counterparts. All such counterparts will together constitute the one agreement.



MOHIN SAILI