

MASTER SERVICES AGREEMENT

This Master Services Agreement (“**MSA**”) is

Between **Firefly-UAI** who may also be referred to in this MSA as “**us**”, “**our**”, or “**we**” as the context requires.

AND **The Client** as specified in the associated Proposal and who may also be referred to in this MSA as “**you**” or “**your**” as the context requires.

which takes effect on the Start Date as specified in the Proposal.

BACKGROUND

- A. Firefly-UAI provides an audio-visual data acquisition business predominantly facilitated by way of Remotely Piloted Aircraft Services.
- B. The Client has requested that Firefly-UAI undertake the Services.
- C. Firefly-UAI has agreed to provide the Services on the terms of this MSA.

OPERATIVE PROVISIONS

1. Definitions and interpretation

- 1.1 Capitalised terms or expressions used in this agreement have the meaning set out in this clause.

Agreement means this Master Services Agreement and any related Proposal and agreed variations.

Applicable Laws means the laws of Australia and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the exercise of the parties’ rights or the performance of their obligations under this Agreement including, without limitation:

- (a) the *Civil Aviation Act 1988*;
- (b) the *Civil Aviation Safety Regulations 1998*;
- (d) any regulations set out by the Civil Aviation Safety Authority from time to time; and
- (e) any applicable State or local laws.

Business Day means a day on which banks are open for business in New South Wales, other than a Saturday, Sunday or public holiday in that city.

Confidential Information means all information obtained by either party about the other while performing this Agreement which is not already known to the other party and which is not available in the public domain, and may include but is not limited to product information; pricing information technical information and specifications; financial information, customer and supplier information.

Data means the deliverables to be provided to you by us as a final product of the Services as specified in the Proposal.

Expiry Date means the date set out in the Proposal and if not specified then ten (10) Business Days from the Client being supplied with the Data and you not raising any issues or requiring any rectification or further data within that time.

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

GST Law has the same meaning as “GST Law” in *the A New Tax System (Goods and Filming Services Tax) Act 1999* (Cth).

Insolvency Event means the occurrence of any one or more of the following events in relation to either party:

- (a) an application made to a Court for an order that it be wound up, declared bankrupt or that a provisional liquidator or receiver or receiver and manager be appointed, unless the application is withdrawn, struck out or dismissed within 7 days of it being made;
- (b) the appointment of a liquidator or provisional liquidator;
- (c) the appointment of an administrator or a controller to any of its assets;
- (d) that party or its holding company enters into an arrangement or composition with one or more of its creditors, or enters into an assignment for the benefit of one or more of its creditors;
- (e) that party proposes a reorganisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors, or its winding up or dissolution;
- (f) that party is insolvent as disclosed in its accounts or otherwise states that it is insolvent, or is presumed to be insolvent, under an applicable law
- (g) that party is taken to have failed to comply with a valid statutory demand as issued pursuant to the Corporations Act;
- (h) a deregistration notice is issued under section 601AA or 601AB of the Corporations Act;
- (i) that party ceases to carry on business or threatens to do so; or
- (j) anything occurs under the law of any jurisdiction which has a substantially similar effect to any of the above mentioned.

Intellectual Property Rights means all intellectual property (IP) rights of any kind, in any jurisdiction, subsisting now or in the future (including business, company or trade names, domain names, patents, inventions, copyright, design rights, know-how, trademarks, moral rights, the right to sue for passing off and rights to use, and protect the confidentiality of, confidential information), whether registered or unregistered, and including the rights to apply for or renew the registration of any such rights and any rights the subject of any lapsed application or registration.

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

New IP Rights means Intellectual Property Rights arising from either party's performance of this Agreement, and includes Intellectual Property Rights in the Data.

Our Personnel means our employees, contractors or staff and other personnel within our employ and control.

Pre-existing IP Rights means Intellectual Property Rights owned by either party or which that party has the right to use immediately prior to the date of this Agreement or developed independently of this Agreement.

Proposal means any proposal between the parties issued by us for the provision of Services.

Services means the services set out in the Proposal to be provided by us to you, through our Personnel, in accordance with this Agreement.

Service Dates means the date/s specified in the Proposal.

Service Fee means the fees specified in the Proposal.

Start Date means the date specified in the Proposal.

1.2 In this Agreement the following rules of interpretation apply, unless the contrary intention appears or context otherwise requires:

- (a) Headings and subheadings are for convenience only and do not affect the interpretation of this Agreement.
- (b) References to a party to any agreement or document include that party's permitted assignees and successors, including executors and administrators and legal representatives.
- (c) Words denoting the singular include the plural and words denoting the plural include the singular.
- (d) The word 'person' includes any individual, corporation or other body corporate, partnership, joint venture, trust, association and any Government Agency.
- (e) A reference to a body (other than a party to this agreement), whether statutory or not, that ceases to exist or has its powers or functions transferred to another body is a reference to the body that replaces it or that substantially succeeds to its powers or functions.
- (f) A reference to any agreement or document (including this Agreement) includes any amendments to or replacements of that document.
- (g) A reference to a law includes:
 - i. legislation, regulations and other instruments made under legislation and any consolidations, amendments, re-enactments or replacements of them;
 - ii. any constitutional provision, treaty or decree;
 - iii. any judgment;
 - iv. any rule or principle of common law or equity,and is a reference to that law as amended, consolidated, re-enacted, replaced or applied to new or different facts.
- (h) No provision of this Agreement will be construed adversely to a party because that party was responsible for the preparation of that provision or this Agreement.
- (i) If a period of time begins on a given day or the day of an act or event, it is to be calculated exclusive of that day.

- (j) A reference to time is a reference to Sydney, New South Wales, time unless otherwise specified.
- (k) A reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later.
- (l) If any act is required to be performed under this Agreement by a party on or by a specified day and the act is performed after 5.00 pm on that day, the act is deemed to be performed on the next day.
- (m) If any act is required to be performed under this Agreement on or by a specified day and that day is not a Business Day, the act must be performed on or by the next Business Day.
- (n) A reference to an amount of dollars, Australian dollars, \$ or A\$ is a reference to the lawful currency of the Commonwealth of Australia, unless the amount is specifically denominated in another currency.
- (o) Specifying anything in this Agreement after the terms 'include', 'including', 'includes', 'for example', 'such as' or any similar expression does not limit the sense of the words, description, definition, phrase or term preceding those terms unless there is express wording to the contrary.
- (p) This Agreement includes all Proposals, Schedules, annexures, appendices, attachments and exhibits to it.
- (q) Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.
- (r) If there is any conflict between the terms of the main body of this Agreement and the terms of this Agreement's Schedules and attachments, the terms of the main body of this Agreement will prevail.

2. Term

- 2.1 This Agreement begins on the Start Date and will continue until the Expiry Date unless terminated earlier by either party under the Termination clause in this Agreement.

3. Your Promises to Us

- 3.1 In addition to any other obligations under this Agreement, in working with us you agree to:
- (a) provide all reasonable assistance requested by the us in conducting the Services;
 - (b) make available free of charge and within a reasonable time all information, facilities and services reasonably required to enable us to provide the Services;
 - (c) provide reasonable access to your premises and your facilities as reasonably required by us for performance of the Services;
 - (d) be responsible for providing clear instructions and information as requested in a timely manner;
 - (e) inform us of any restrictions or industry specific requirements in relation to our provision of the Services to you;
 - (f) pay us in accordance with our Payment Terms.
 - (g) ensure that any work-in-progress provided by us to you is kept confidential and not shared with any third-parties including via social media unless agreed by us in writing;
 - (h) ensure that any materials you provide to us does not infringe on a third party's Intellectual Property Rights;

- (i) act courteously to us and not do anything which would harm our reputation;
- (j) provide us with specifications of any regulatory requirements to which you are required to adhere;
- (k) comply promptly with our reasonable directions in relation to the provision of the Services.

4. Our Promises to You

4.1 In addition to any other obligations under this Agreement, in working with you we agree to:

- (a) conduct the Services in a professional manner using due care and skill;
- (b) provide the Services in a timely manner as agreed;
- (d) comply with all legislative, regulatory and other government requirements including in relation to GST, workers compensation, payroll tax, income tax, fringe benefits tax, PAYG tax, group tax and superannuation contributions;
- (e) use reasonable efforts to ensure conformity to a commensurate level of professional conduct as normally required to perform similar services;
- (f) obtain prior to beginning the Services, and maintain throughout the Services, all licences, certificates, registrations, consents, authorisations or permissions which apply or are reasonably necessary for the Services;
- (g) undertake the Services in accordance with Applicable Laws;
- (h) using our own equipment, supplies, tools and other materials such items to be at our own expense unless otherwise agreed; and
- (i) in accordance with any reasonable direction given by you from time to time.

4.2 We will use reasonable commercial endeavours to deliver the Services and Data in accordance with any Service Dates or agreed timeframes, but we do not guarantee any timing estimates and we will not be in breach of our obligations if we fail to meet any such timelines.

5. Provision of Data

5.1 We agree to provide the Data as specified in the Proposal.

5.2 While you may specify the proposed location and date for the Services, we may determine the precise time and place for performance of the Services, subject to the terms of this Agreement.

5.3 We agree to deliver the Data to you pursuant to any agreed timeline and at the latest on or before the Expiry Date as specified in the Proposal.

5.4 You may on reasonable notice to us during the Term, request an update on how the Services are being performed, and/or how the Data is being produced.

5.5 If, within 7 days of being provided the Data, you reasonably determine that any of the Data does not comply with the specification of the Data in the Proposal or is otherwise defective, you must inform us and we will work cooperatively to achieve a mutually suitable resolution which if cannot be resolved, will be subject to the Dispute Resolution clause in this Agreement.

6. Relationship of the Parties

6.1 The parties acknowledge that:

- (a) we are engaged by you as an independent contractor and nothing in this Agreement creates or constitutes a relationship of employer and employee, principal and agent, trustee and beneficiary or of partnership or joint venture between the parties;

- (b) any of our Personnel will remain at all times our employee, independent contractor or agent; and
- (c) we provide the Services to you on a non-exclusive basis, and we are free to provide our services to third parties during the Term of this Agreement provided that we will not provide such services in a way that is inconsistent with any of the provisions of this Agreement.

7. Delegation, Assignment and Subcontracting

- 7.1 You agree that we may subcontract, delegate or perform the Services through any person (whether as agent or consultant) other than our Personnel.
- 7.2 If we conduct the Services by a person referred to in clause 7.1 (each a "**Substitute**") we agree to:
- (a) supervise and manage the Substitute in the performance of the Services in accordance with the terms of this Agreement;
 - (b) remain responsible, and remains liable to you, for the acts, defaults or omissions of the Substitute (and, if the Substitute is a company, its officers and employees) as if they were those of us;
 - (c) continue to invoice you in accordance with this Agreement and is responsible for remuneration of the Substitute; and
 - (d) not be relieved of any of our obligations under this Agreement; and
- 7.3 All references in this Agreement to us or our Personnel are to be read as references to the Substitute.

8. Fees and Payment

- 8.1 Our Fees for the Services are set out in the related Proposal.
- 8.2 In consideration of us providing the Services and the Data, you must pay to us the Service Fee as set out in the Proposal and any accompanying tax invoice.
- 8.3 We acknowledge that, except to the extent provided in the GST clause of this Agreement, we remain responsible for the payment of all taxes and taxation obligations in respect of the remuneration we receives for the performance of the Services.
- 8.4 Any request by you to provide any services outside the scope of a Proposal will be calculated in accordance with our Hourly Rate unless otherwise agreed.
- 8.5 Where our Services are to be supplied to you in stages or milestones, we may invoice you in intervals at completion of a particular stage or milestone.
- 8.6 Unless otherwise specified in an invoice, you agree to pay our invoice(s) within fourteen (14) days of receipt of our invoice.
- 8.7 You agree to pay all amounts due under this Agreement in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law).
- 8.8 If your invoice is not paid within our Payment Terms:
- (a) we may suspend performance of the Services until that invoice is paid in full in cleared funds in our bank account;

- (b) we may charge interest on the outstanding amount at the rate of 5% per annum, compounded daily, until full payment and interest are received by us;
- (c) we reserve our right to engage a third-party to recover or assist in recovering the outstanding amount (whether that is a collection agency, lawyer, or other service), and you agree to indemnify us for all costs incurred by us in recovering the amount owed by you, which will be added to the original amount owing.

8.9 Unless specified in the Proposal or otherwise agreed, we agree to pay our own expenses incurred in the course of providing the Services, including travel expenses; as well as fees, out-of-pocket expenses, wages and any other compensation or remuneration entitlements or benefits that our Personnel (or any of our employees) are entitled to under any contract, award or law.

9. GST

9.1 In this clause, words or expressions that are defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the meaning given to them by that Act.

9.2 Any consideration to be paid or provided for a supply made under or in connection with the Agreement, unless specifically described in the Agreement as “GST Inclusive”, does not include an amount on account of GST (**GST Exclusive Consideration**).

9.3 If any supply made or to be made by a party (**Supplier**) under or in connection with the Agreement is a taxable supply, the Supplier may, in addition to the GST Exclusive Consideration, recover from the recipient of that supply (**Recipient**) an amount on account of GST. This is to be calculated by multiplying the GST Exclusive Consideration for the supply by the GST rate prevailing at the time that the supply is made.

9.4 Any additional amount on account of GST recoverable from the Recipient under this clause is payable on provision by the Supplier of a Tax Invoice.

10. Insurance

10.1 We agree to obtain and maintain with a reputable insurer for the Term:

- (a) Flight Legal Liability with a minimum of AUD\$20,000,000.00 any on Accident;
- (b) Public Legal Liability with a minimum of AUD\$20,000,000.00 for any one occurrence; and
- (c) in relation to our Personnel (and any of our employees), workers compensation insurance in accordance with the relevant state and territory legislation in which Services are to be provided.

10.2 If requested by you, we agree provide to you with a copy of the certificate of currency for the insurance policies required to be held by it under this clause.

11. Work Health and Safety

11.1 We agree to, and agree to ensure that Personnel, carry out the Services:

- (a) in compliance with any applicable work health and safety laws; and all reasonable safety instructions issued by you; and
- (b) in a manner that ensures the health and safety of any person is not put at risk.

12. Confidentiality

- 12.1 We agree to keep secret and confidential and not disclose any Confidential Information relating to you or your business (which is or has been disclosed to us by you, your representatives or advisers) or the terms, except:
- (a) where the information is in the public domain as at the date of this Agreement (or subsequently becomes in the public domain other than by breach of any obligation of confidentiality binding on us);
 - (b) if we are required to disclose the information under any Applicable Law or the rules of any recognised securities exchange, provided that we have consulted with you as to the form and content of the disclosure;
 - (c) where the disclosure is expressly permitted under this Agreement;
 - (d) if disclosure is made to our officers, employees and professional advisers to the extent necessary to enable us to properly perform our obligations under this Agreement or to conduct their business generally, in which case we must ensure that such persons keep the information secret and confidential and do not disclose the information to any other person;
 - (e) where the disclosure is required for use in legal proceedings regarding this Agreement; or
 - (f) if you have consented in writing before the disclosure.
- 12.2 We agree to notify you as soon as practicable if we become subject to an obligation to disclose Confidential Information.
- 12.3 We agree to provide you any assistance reasonably required by you in relation to any proceedings commenced against a third party for the unauthorised use, copying or disclosure of Confidential Information.
- 12.4 We agree to ensure that our directors, officers, employees, agents, representatives and Related Bodies Corporate comply in all respects with our obligations under this clause.

13. Data & Intellectual Property

- 13.1 Each party acknowledges that all Pre-existing IP Rights remain the sole property of the owner. Ownership of Pre-existing IP Rights remains unchanged by this Agreement, other than as expressly set out in this Agreement.
- 13.2 You grant us a non-exclusive, royalty-free licence to your Pre-existing IP Rights to the extent necessary to enable us to provide the Services, exercise our rights in accordance with the provisions of this Agreement and otherwise carry out our obligations under this Agreement.
- 13.2 To the extent that our Pre-existing IP Rights are incorporated into the Data, we grant you a worldwide, non-exclusive, royalty-free, non-transferable licence to exercise those Pre-existing IP Rights for the purpose of using the Data.
- 13.3 All New IP Rights, including in all Data, creation files, working files, and other material constituting work-in-progress vests in us on its creation.
- 13.4 All Data captured by us in providing the Services in the course of developing and providing you with the Deliverables remains our property including any Intellectual Property Rights which will vest with us.
- 13.5 Upon receipt of full payment of our Service Fees, all ownership in the Data and associated Intellectual Property Rights and any other New IP Rights that vest with us will automatically be transferred to you.
- 13.6 To the extent permitted by applicable laws and for your benefit, we will, upon your request in writing procure the consent from the holder of any moral rights in the Data.

13.7 We warrant to you that:

- (a) we have obtained from our Personnel a written and valid assignment of all existing and future Intellectual Property Rights in the Data.
- (b) the use of the Data or the Intellectual Property Rights in the Data used by you will not infringe the rights of any third party.

13.8 Upon transfer of any and all Intellectual Property rights in the Data to you, you grant us a royalty-free, non-transferable, irrevocable licence to use and/or display the Data for our purposes, including but not limited to marketing, social media, internal training purposes, and other uses we deem appropriate subject to us not disclosing any Confidential Information to any third parties or otherwise to your detriment. This clause survives termination or expiration of this Agreement unless you otherwise notify us in writing.

14. Data retention

14.1 We agree to retain Data captured by us in providing the Services for a minimum of one (1) month from the date that the Data is provided to you. If you request a further copy of the Data, we may resupply this to you which may attract an administrative and/or retrieval a fee.

14.2 Following one (1) month from the date the Data is first provided to you we may destroy **or** cause the Data to be irrecoverably destroyed or otherwise unavailable to you.

15. Indemnities and Liability

15.1 To the extent permitted by law, our total aggregate liability for any claims, losses, damages, costs, or expenses arising out of or in connection with this Agreement, whether in contract, tort (including negligence), statute, equity, or otherwise, shall be limited to the total fees paid by you to us under the Proposal in the 12 months preceding the event giving rise to the claim.

15.2 We shall not be liable for:

- (a) any consequential, indirect, special, or incidental loss, including but not limited to loss of profits, revenue, goodwill, or business opportunities;
- (b) any loss or damage arising from factors beyond our reasonable control, including but not limited to extreme weather events, vandalism, third-party actions; and
- (c) any acts or omissions of your employees, contractors, or agents.

15.3 Nothing in this Agreement excludes, restricts, or modifies any rights or remedies that you may have under the Australian Consumer Law or other applicable legislation that cannot be lawfully excluded.

15.4 You agree to indemnify and hold harmless us, our directors, employees, and agents from and against any loss, claim, liability, damage, cost, or expense (including reasonable legal fees) arising from:

- (a) any breach by you of this Agreement;
- (b) any negligence, fraud, or wilful misconduct of you, your employees, contractors, or agents;
- (c) any claim by a third party, except to the extent caused by our negligence or wrongful act; and
- (d) any failure by you to comply with applicable laws, regulations, or industry standards;

but which is reduced to the extent that any loss or damage was caused by our negligence, fraud, or wilful misconduct.

15.5 We agree to indemnify you against any losses, liabilities, costs, charges or expenses and all interest, penalties and legal costs and all other professional costs and expenses suffered or incurred by you arising out of or in connection with:

- (a) any claim made against you by a third party for actual or alleged infringement of a third party's Intellectual Property Rights or Moral Rights arising out of or in connection with your use of the Data in accordance with this Agreement;
- (b) any breach of this Agreement by us, including (without limitation) a breach by us of our obligation to conduct the Services in accordance with Applicable Law; or
- (c) any negligent act, omission or wilful misconduct of us or our Personnel;

but which is reduced to the extent that any loss or damage was caused by your negligence, fraud, or wilful misconduct.

16. Termination

16.1 We may terminate this Agreement by written notice to you effective immediately upon the occurrence of any of the following:

- (a) If you are in breach of any of your payment obligations and fail to remedy the breach within five (5) Business Days after written notice to do so, or such longer period as agreed in writing between you and us;
- (b) If you or your representatives instruct us to perform an act that is illegal;

16.2 Without limiting any other right of termination at law or otherwise, either party may terminate this Agreement immediately by giving written notice if:

- (a) one party (**Breaching Party**) breaches a provision of this Agreement and does not cure that breach within 30 days of the date on which the other party (**Non-Breaching Party**) provides the Breaching Party with a written notice identifying the breach and requesting that it be cured;
- (b) The Breaching Party breaches a provision of this Agreement and the breach cannot, in the Non-Breaching Party's reasonable opinion, be cured;
- (c) either party is exercising an express right to terminate accrued elsewhere under this Agreement; or
- (d) either party is subject to an Insolvency Event.

16.3 Termination, completion or expiry of this Agreement for any reason does not extinguish or otherwise affect any rights of either party against the other which accrued prior to termination or out of the events causing such termination including damages or other remedies to which a party may be entitled.

17. Consequences of Termination

17.1 On termination or expiry of this Agreement, we agree to promptly deliver to you all property belonging to you that is in our possession or control.

17.2 The following clauses: Definitions and interpretation, Confidentiality, Intellectual property, Warranties), this clause Consequences of termination, and Dispute Resolution, Governing law and jurisdiction, survive termination or expiry of this Agreement, together with any other term which by its nature is intended to do so.

17.3 Termination or expiry of this Agreement does not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

- 17.4 Upon termination of this Agreement, in addition to any outstanding invoices, we may issue you with a final invoice for Services rendered until termination and third-party expenses, and you must pay us for Services rendered under these invoices.

18. Dispute Resolution

- 18.1 If a dispute or claim arising from, or in connection with this Agreement, the Services or the Data including any question regarding its existence, validity or termination (**Dispute**), before any proceeding can be commenced in a Tribunal or Court, the party claiming that a Dispute has arisen must give the other party written notice setting out the Dispute and allow 14 days' notice for the other party to respond.
- 18.2 If after 14 days, the Dispute is not resolved then it must be referred to mediation and the costs of the mediation shall be paid by the parties equally.
- 18.3 If the parties cannot mutually agree on a mediator within 7 days, then the parties must ask that the President of the Law Society of the Jurisdiction to appoint a mediator.
- 18.4 The Parties agree to attend the mediation in good faith, to seek to resolve the Dispute.
- 18.5 If either party refuses to engage in mediation or the parties cannot mutually resolve the Dispute at mediation or within 10 Business Days from the date of mediation, then either party may commence proceedings in a Tribunal or Court of competent jurisdiction in the Jurisdiction.
- 18.6 Nothing in this clause will prevent either party from seeking urgent interlocutory relief.
- 18.7 Any amounts due and payable under this Agreement shall be paid in accordance with our Payment Terms, without regard to the existence of a dispute. Failure to resolve a dispute shall not excuse or delay the timely payment of undisputed amounts.

19. Variation

- 19.1 An amendment or variation of any term of this Agreement or the Proposal must be in writing and signed by each party.

20. No Waiver

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

21. Severability

- 21.1 If the whole or any part of a provision of this Agreement is or becomes invalid or unenforceable under the law of any jurisdiction, it is severed in that jurisdiction to the extent that it is invalid or unenforceable and whether it is in severable terms or not.

22. Entire Agreement

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

23. Notices

- 23.1 A notice or other communication including, but not limited to, a request, demand, consent or approval to be made or given to or by a party to this agreement:
- (a) must be in writing unless expressly specified otherwise;

- (b) must be signed by an authorised officer of the party giving or making it, or (on its behalf) by any solicitor, director, secretary or authorised agent of that party;
- (c) must be delivered by hand (including courier delivery); or posted by prepaid post; or sent by email, to the address, or email address (as the case may be) of the addressee set out in the Proposal, or as otherwise notified by that party to the other parties from time to time;
- (d) is deemed to be duly given or made;
 - i. if delivered by hand, on delivery;
 - ii. if by prepaid posted letter, on the third (or fifth, if posted to or from a place outside Australia) Business Day after posting;
 - iii. if by email, on sending (unless the sender's computer reports that the message has not been delivered),

but, if notice is received on a day other than a Business Day or later than 5.00 pm (local time) in the place of receipt, it will be deemed to have been delivered at 9.00 am on the next succeeding Business Day in that place.

24. Governing Law & Jurisdiction

- 24.1 This Agreement is governed by the law in force in New South Wales, and each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in New South Wales and courts of appeal from them in respect of any proceedings arising out of or in connection with this Agreement.