LAW IN ORDER

General Commercial Terms and Conditions (Version 17)

1. About These Terms & Conditions

1.1. These terms and conditions apply to all goods and/or services supplied to you ("the Client") by Law In Order Pty Ltd ("the Company") and include any schedules, annexures or addendums to these terms and conditions.

2. Payment Terms

2.1. The Company's terms of payment are 30 days from date of invoice if you have been granted a 30-day account by the Company. If a 30-day account has not been granted by the Company, payment terms are COD – Cash on Delivery.

2.2. In some circumstances the Company may require the Client to provide credit card details, or a deposit payment, to secure a booking for supply of goods and/or services prior to the work commencing. In the event that the Client requests a delay in the supply of the goods and/or services from the date originally requested, and where the work has been completed by the Company in accordance with the original booking, the Client agrees that the Company may use the credit card details, or the deposit paid itself the value of the work performed.

2.3. Failure by the Client to comply with the Company's terms of payment shall immediately entitle the Company by written notice to cease supplying goods and/or services and suspend any further orders until all outstanding amounts have been paid in full by the Client. However, the Company reserves the right thereafter not to supply the Client any further or to convert the Client's account to a cash transaction basis only.

2.4. Each Party involved in this matter must have existing credit terms set up with Law In Order or set up a new account prior to the commencement of any services.

3. Orders

3.1. The Company reserves the right to accept in whole or in part any order or to refuse such order entirely.

3.2. Orders will not be accepted otherwise than subject to these terms and conditions. If the terms of the Client's order are inconsistent with these terms and conditions, the delivery of the goods and/or services by the Company to the Client or to the Client's agent shall constitute an offer by the Company to sell those goods and/or services subject to these terms and conditions, which offer the Client shall be deemed to accept by retaining the goods or accepting the services.

4. Delivery

4.1. Delivery of services shall be effected by the Company to the Client:

4.1.1. subject to availability; and

4.1.2. without any liability on behalf of the Company for any delays; and

4.1.3. may be by instalment.

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5. Redaction

5.1. The Client acknowledges that service inaccuracies (whether through the Company's services levels, redaction software, Client instructions, misunderstandings, miscommunications or otherwise) related to working with redacted documents may have consequential impacts on the course or outcome of a matter.

5.2. The Company provides services on or around documents requiring redactions (for any reason) on the following basis:

5.2.1. The Company will take all due care in the execution of the service however the Client must review all documents to ensure the service related to the redacted documents is carried out to their satisfaction, prior to service on any other parties.

5.3. This clause is subject to Clause 17 (Extent of Liability).

6. Service Corrections

6.1. Any service errors will be corrected by the Company at the request of the Client.

6.2. Service errors shall be rectified at the cost of the Company to the extent that such service errors are a result of the Company's acts or omissions, the acts or omissions of third parties engaged by the Company to provide services for the Client or were contributed to by the acts or omissions of the Company or third parties engaged by the Company to provide services for the Client.

6.3. Service errors shall be rectified at the cost of the Client to the extent that they are caused as a result of any inaccurate, incomplete or varied instructions issued by the Client to the Company.

7. Disputed Invoices

7.1. Disputed invoices must be notified to the Company within 14 days of delivery of the invoice by the Company to the Client, failing which the Company will have no further liability in relation to the matters in dispute.

7.2. Invoices should be settled (less any disputed items) within the agreed Credit terms.

8. Overdue Accounts

8.1. Any amount overdue for payment will, at the discretion of the Company, bear interest at the rate of 1.00% per month from the date it becomes overdue until paid.

8.2. If any amount is overdue for payment the Client acknowledges that:

8.2.1. The Company may suspend the supply of the services and reserves the right to charge the Client a reconnection fee; and the Company has no obligation to retain the Client Information.

8.2.2. Should it become necessary for the Company to institute legal action for recovery of any amounts due to it by the Client, the Client specifically acknowledges and agrees that it shall be liable to the Company on demand for all costs incurred by the Company in recovery of such amounts, including all legal costs on a full indemnity basis.

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9. Title and Risk

9.1. Risk in the goods and/or services supplied by the Company shall pass to the Client on delivery.

9.2. Title and ownership of the goods and/or services shall pass to the Client only when the Client has paid the Company all that is owing to the Company in respect of those goods and/or services. Until such payment is made, the Client holds the goods and/or services as bailee for and on behalf of the Company.

9.3. Until goods and/or services supplied by the Company are paid for in full, the Client shall:

9.3.1. keep the goods and/or services on behalf of the Company fully insured against loss, damage and destruction;

9.3.2. keep the goods and/or services clearly identifiable; and

9.3.3. not grant any charge or mortgage over the goods and/or services or otherwise encumber the goods and/or services.

9.4. If the Client does not indicate which invoice the Client is paying, the Client authorises the Company to appropriate any moneys received against any amounts then due by the Client to the Company at the Company's discretion.

9.5. If the Client fails to pay for goods and/or services supplied by the Company on time or within such alternative time as may be agreed to in writing by the Company or if the Client is declared bankrupt, becomes insolvent or enters into an arrangement with its creditors generally or if a trustee in bankruptcy, liquidator, receiver or manager or administrator is appointed to the Client or to any of its assets, such event shall entitle the Company to retake possession of those goods and or services and for that purpose the Company shall be entitled to enter upon the Client’s premises to recover those goods and/or services.

9.6. If and to the extent to which it is not possible to otherwise identify ownership of the Company’s goods and/or services which are still in the possession of the Client, the goods and/or services will be treated as though they were sold to the Client in the same sequence as to that which the Client took delivery. If the quantity of any particular goods and/or services still in the possession of the Client exceeds the quantity of those goods and/or services in respect of which payment is still outstanding, the Company shall have the right in its reasonable discretion to determine those goods over which it has ownership.

10. Intellectual Property

10.1. The Client warrants that so far as it is aware having made all reasonable enquiries no information, data or documents supplied by the Client to the Company ("Client Information") will infringe the intellectual property rights of any third party.

10.2. As between the Company and the Client, the Client exclusively owns all rights, title and interest in and to all Client Information.

10.3. The Client acknowledges and agrees that (other than in respect of the Client Information) the Company owns all intellectual property rights which are created, discovered or come into existence in connection with the supply by the Company of goods and/or services to the Client.

10.4. The Client acknowledges that the Company holds proprietary software and valid and subsisting licenses of third-party software (including modifications, enhancements and derivative works), used in the supply of the goods and/or services ("Service Software") and that the Client has no right, title or interest in the Service Software. Nothing in this Agreement shall be construed as transferring to the Client any intellectual property rights in the Service Software.

10.5. The Client may not:

10.5.1. except where necessary to enable users authorised by the Company to use the Service Software, license, sub-license or transfer the Service Software to a third party, or sell a computer on which the Service Software is installed to a third party;

10.5.2. use the Service Software or make copies except as permitted by the Company;

10.5.3. publish or distribute the computer images, sound files, or fonts included with the Service Software as computer images, sound files or fonts;

10.5.4. use any of the computer images related to identifiable individuals or entities in a manner which suggests their association with or endorsement of any product or service; or

10.5.5. reverse engineer, decompile, disassemble, modify, translate, make and any attempt to discover the source code of the Service Software, or correct derivative works from the Service Software.

10.6. The Company warrants that so far as it is aware the use by the Client or its authorised users of the Service Software in accordance with these terms and conditions will not infringe the intellectual property rights of any third party.

11. Electronic Transmission, Storage and Presentation of Data

In this clause 11:
Primary Drives means the Company's M: Drive and processing drives; and
eDiscovery and eHearings Projects includes the Company's Hosting, Forensics, Electronic Processing, Consulting, Managed Document Review (MDR) and eHearings Services.

11.1. Where Client Information is transmitted or displayed electronically in connection with the supply by the Company to the Client of goods and/or services, the Client agrees to release the Company and its officers, employees and agents from and against all liability arising from:

11.1.1. any unauthorised copying, recording, reading or interference with the Client Information;

11.1.2. any delay or non-delivery of any Client Information;

11.1.3. any damage caused to its system or any files by transmitted Client Information (including by any computer virus); and

11.1.4. the Client Information, or the manner in which it is presented, being incomplete, inaccurate, or misleading, except to the extent that any of the matters outlined in Clauses 11.1.1 to 11.1.4 arise because of the willful misconduct or negligent acts or omissions of the Company, its officers, employees and/or agents.

11.2. The Client acknowledges that:

11.2.1. the Company does not and cannot control the flow of data to and from the Company's systems as such flow depends on the performance of computer hardware, internet services, hosting facilities and software provided or controlled by third parties, public internet infrastructure, and on other events beyond the reasonable control of the Company;

11.2.2. the Company may engage the services of third-party service providers who may be located within and/or outside of Australia to undertake processing and/or to store Client Information;

11.2.3. the action or inaction of third parties, hardware, software and power system problems with the public internet infrastructure or the Client's and/or the Company's computing equipment, or other events beyond the reasonable control of the Company can impair or disrupt the Client's connection to the Company's systems;

11.2.4. the transmission of data to and from the Company's systems, or the display by the Company of any such data is subject to human and machine error, omission, delay and loss (including but not limited to viruses or inadvertent loss of data) that may give rise to loss or damage;

11.2.5. the Company will not be liable for any such errors, omissions, delays or losses, except to the extent caused by its negligence or wilful misconduct or the negligence or willful misconduct of the Company's third-party service providers engaged by the Company to provide services to the Client (and subject then to all other limitations in these terms and conditions);

The Company has the following Data Retention/Storage periods for the Company's Primary Drives:-

i. Data provided by the client and the final work product relating to Printing services is retained on the Primary Drives for 30 days following delivery of the jobs; after which time the data is deleted,

ii. Data provided by the client and the final work product relating to Scanning services is retained on the Primary Drives for 60 days following delivery of the jobs; after which time the data is deleted,

iii. Data provided by the client and the final work product relating to Copy, Court Copy, Appeal Book and Legal Process Outsourcing (LPO) services is retained on the Primary Drives for 90 days following delivery of the jobs; after which time the data is deleted,

iv. For eDiscovery and eHearings Projects:

- data is retained on a project basis
- Data provided by the client and the final work product relating to eDiscovery and eHearings Projects is retained on our Primary Drives and eDiscovery and eHearings platforms for 90 days following written confirmation of project completion and / or a request

for a project archive is received from the client; after which time the data is deleted.

v. For Forensics work:

- undertaken separately to eDiscovery Projects, data provided by the client and the final work product is retained for 90 days following written confirmation of project completion received from the client; after which time the data is deleted.
- In any event, Forensics undertake a quarterly audit of all removable media held. If work has not been undertaken in the previous 90 days, Forensics will advise the client that the data will be deleted in 30 days unless otherwise advised by the client.

vi. data provided by the client and the final work product relating to cancelled jobs is retained on the Primary Drives for 7 days following cancellation of the job; after which time the data is deleted.

11.2.6. Once deleted from the Company's Primary Drives, data will reside on the Company's Backups for a maximum of 30 days. The Company's backups are segregated from the main Company networks and physically located in a Data Centre. Data from the backups can only be accessed with approval from a Company Director or the CIO. Data is deleted by overwriting the original data with more recent backup images on a maximum 30-day cycle.

11.2.7. For the avoidance of doubt, data received from the Client via e-mail or the Company's Job Management System (**JMS**) is not subject to the Data Retention Policy set out in clause 11.2.5 above. The Company strongly advises the Client to use the Company's FTP or its own FTP service for the transmission of data.

11.2.8. The Company's FTP server is used to transfer data between the Company and the Client –all data will be deleted 14 days after upload to the FTP server.

11.2.9. to the extent it is possible, installation of services, applications and security updates. (Excluding RelativityOne see line item 11.2.10) (excluding Nuix, see line item 11.2.11) will be performed during the Company's Weekly Scheduled Maintenance Period (Saturday 6:00AM AEST to 9:00AM AEST/AEDT depending on Winter/Summer time zones) and Services may not be available during the Company's Weekly Scheduled Maintenance

11.2.10. to the extent it is possible, installation of services, applications and security updates in relation to RelativityOne will be performed every Saturday at 10pm AEDT/AEST and will take a total of 2 hours for regular maintenance and Services may not be available during the Weekly Scheduled Maintenance Period. (Relativity adjusts the outage to Sydney time and this changes for example, the outage for Perth during summer). For the extended downtime window, this will occur on a Saturday evening every month at 10pm for 8 hours

11.2.11. to the extent it is possible, installation of services, applications, and security updates in relation to Nuix will be performed the 4th Saturday every month between 1am and 8am and Services may not be available during the Company's Weekly Scheduled Maintenance Period.

11.3. The Company warrants that it uses industry standard measures to protect the information that is provided by the Client for storage on the systems operated or controlled by the Company from unauthorised use or access.

12. Confidential Information

12.1. Each party acknowledges that it may acquire information from the other party which is confidential or proprietary in nature. The receiving party must keep confidential any such information and not disclose it to any third party unless:

12.1.1. the other party gives its consent;

12.1.2. the receiving party is already lawfully in possession of the information from another source;

12.1.3. the information is generally and publicly available other than as a result of a breach of confidence or a breach of these terms and conditions by the receiving party; or

12.1.4. the information is required to be disclosed by law or the regulations of a stock exchange.

12.2. The Client acknowledges that the Company may use, and may be required to supply the Client's confidential information to, third-party suppliers in connection with the Company's supply of goods and/or services to the Client. The Company must ensure that any third party which receives the Client's confidential information is subject to confidentiality obligations to the Company that are no less favourable than the obligations which apply to the Company under Clause 12 of these terms and conditions. Subject to the Company complying with this Clause 12.2, the Company will not be liable to the Client for any breach of confidentiality by any such third-party supplier.

13. Price

13.1. Prices appearing in any of the Company's price lists shall not bind the Company until the order placed by the Client has been accepted by the Company at the price stated therein or as may otherwise be agreed between the Company and the Client, including in any Schedule of Costs forming a schedule, attachment or annexure to this Agreement.

13.2. All prices are subject to change without notice except that prices will remain firm for orders already placed and accepted by the Company.

13.3. In this paragraph "GST" means goods and services tax or similar value added tax levied or imposed in Australia by law on a supply of goods or services. "GST Act" means A New Tax System (Goods and Services Tax) Act 1999 (Cth). Words used in this paragraph which have a defined meaning in the GST Act have the same meaning as in the GST Act unless the context otherwise indicates. The consideration for any supply under or in connection with these terms and conditions does not include GST. To the extent that any supply made under or in connection with these terms and conditions is a taxable supply, the recipient of that

supply must, at the same time as payment is required to be made for the supply, pay to the supplier an additional amount equal to the GST payable on that supply. The party which makes the supply must provide to the recipient of that supply a GST tax invoice as required by applicable legislation.

13.4. Prices quoted by the Company are exclusive of all taxes, duties and other government charges. Any such taxes, duties or charges which are applicable to an order shall be calculated by the Company, added to the invoiced amount and shall be payable by the Client.

13.5. Any discounts, settlement allowances or other rebates must be specifically agreed to by the Company to be valid and effective.

14. Termination

14.1. The Company may terminate this Agreement without penalty by giving 14 days' prior written notice to the Client if:

14.1.1. any step is taken (without limitation a resolution passed or proposed in a notice of meeting) for:

14.1.1.1. the winding up, dissolution or administration of the Client; or

14.1.1.2. the Client enters into any arrangement, compromise or composition with or assignment of the benefit of its creditors or any class of them, except for the purposes of a solvent reconstruction or amalgamation;

14.1.2. a receiver, receiver and manager or other controller, administrator or similar officer is appointed with respect to or takes control of the Client or any of its assets and undertakings;

14.1.3. the Client breaches this Agreement and has not remedied that breach within 14 days after receipt of a notice of breach from the Company detailing the breach.

14.2. If the Company receives a notice of the impending termination or expiration of any material software license agreement with a third party essential to the supply of the services or such material software license is terminated or expires for any reason the Company must, use its best commercial endeavours, to provide replacement software with the same or similar functionality. If after 30 days the Company cannot, using its best commercial endeavours, replace the software, the Company may by notice in writing to the Client immediately terminate this Agreement without penalty.

14.3. The Client may terminate this Agreement without penalty by giving 14 days' prior written notice to the Company if:

14.3.1. any step is taken (including without limitation a resolution passed or proposed in a notice of meeting) for:

14.3.1.1. the winding up, dissolution or administration of the Company; or

14.3.1.2. the Company enters into any arrangement, compromise or composition with or assignment of the benefit of its creditors or any

class of them, except for the purposes of a solvent reconstruction or amalgamation;

14.3.2. a receiver, receiver and manager or other controller, administrator or similar officer is appointed with respect to or takes control of the Company or any of its assets and undertakings;

14.3.3. the Company breaches this Agreement and has not remedied that breach within 14 days after receipt of a notice of breach from the Client detailing the breach.

14.4. On termination of this Agreement, the Client will immediately discontinue access to, and the beneficial use of, the Service Software and shall return or certify destruction of all copies of the Service Software.

14.5. Within 30 days from the earlier of:

14.5.1. termination of this Agreement,

14.5.2. delivery of a job (per Clauses 11.2.5.i to 1.1.1.iii above; or

14.5.3. written confirmation of project completion (per Clauses 11.2.5.iv and v above) (**Completion Date**);

subject to the Company's rights under Clause 9 above, the Company will return the Client Information which has been provided in hard copy to the Client to the last known address for the Client (costs being reasonable).

14.6. If it is reasonably impractical for the Company to deliver the Client Information on the basis of (but not limited to):

14.6.1. delivery costs not being reasonable;
14.6.2. no address having been provided; or
14.6.3. the client is a COD client (as defined in Clause 2.1 above),

the Company will not return the Client Information per Clause 14.5 above but will instead advise that the documents are available for uplift or delivery at the Client's cost. The same determination of the Completion Date as stated at Clause 14.5 above shall apply.

14.7. If delivery or uplift of the Client has not been possible per Clauses 14.5 above or 14.6 above, the Company will retain the documents for a maximum of 90 days from the Completion Date, after which the Client Information will be destroyed.

14.8. The Company will notify the Client in writing 30 days prior to destruction.

15. Dispute Resolution

15.1 Procedure for dispute resolution

The parties agree that a dispute arising under the Agreement will be dealt with as follows:

a. The party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute;

b. Within 5 Business Days, each party will nominate a representative not having any prior involvement in the dispute; and

c. The representatives will try to settle the dispute by direct negotiation between them.

15.2 Costs

Each party will bear its own costs of complying with this Clause 15.

15.3 Continued performance

Despite the existence of a dispute, the Company will (unless requested in writing by the Client not to do so) continue to perform the services the subject of the Agreement.

15.4 Exemption

This Clause 15 does not apply to:

a. Action by the Client under or purportedly under Clause 15.1;

b. Action by either party under of purportedly under Clause 15.2;

c. Disputed invoices which have not already been notified as specified in Clause 7; or

d. Legal proceedings by either party seeing urgent interlocutory relief.

16. Indemnities

16.1. The Client must indemnify the Company, and keep the Company indemnified, from and against all liabilities, losses, costs (including legal costs on a full indemnity basis), charges and expenses, which the Company suffers or incurs by reason of:

16.1.1. any claim that the use of the Client Information infringes the intellectual property rights of a third party;

16.1.2. a breach of the Client's representations and warranties; or

16.1.3. a claim arising from the breach by the Client of this Agreement.

16.2. The Company must indemnify the Client, and keep the Client indemnified, from and against all liabilities, losses, costs (including legal costs on a full indemnity basis), charges and expenses, which the Client suffers or incurs by reason of:

16.2.1. any breach of the Company's representations and warranties; or

16.2.2. any claim arising from the breach by the Company of this Agreement.

17. Extent of Liability

17.1. The Company does not purport to exclude or limit the application of any provision of any legislation where to do so would contravene that legislation or cause any part of this clause to be void.

17.2. To the maximum extent permitted by law, the Company excludes:

17.2.1. from these terms and conditions all representations, conditions, warranties and terms implied by legislation, general law, convention or custom; and

17.2.2. all liability to the Client whether in tort, contract, equity, under statute or otherwise for indirect, incidental, special, punitive or consequential loss or damage (whether or not foreseeable); and

17.2.3. without limiting foregoing, loss of income, loss of reputation, loss of profits or goodwill, partial or total loss or corruption of data, loss of contract, loss of use, loss of business or any form of business interruption, arising out of or in connection with the Company's supply to the Client of goods and/or services or these terms and conditions.

17.3. To the maximum extent permitted by law, the Company's liability to the Client arising out of or in connection with the Company's supply to the Client of goods and/or services or these terms and conditions is limited to the Company's price for the goods and/or services in respect of which the liability arises and this limitation shall apply to liability howsoever arising whether in tort, contract, equity, under statute or otherwise.

17.4. To the maximum extent permitted by law, the Company limits its liability for breach of any condition or warranty implied by legislation, at its discretion, to any one or more of supplying, replacing, or repairing (or paying the costs of supplying, replacing, or repairing) the goods or supplying again (or paying the costs of supplying again) the services in respect of which the breach occurred.

17.4.1. The Client acknowledges that the Services provided by the Company do not comprise legal services as that term is defined in the Legal Profession Uniform Law Act 2014 (NSW) (Act). The Client is a provider of legal services, or has engaged a law firm to provide legal services under the Act and has relied entirely on its own skill and expertise in determining whether or not to engage the Company to provide the goods and/or services;

17.4.2. the goods and/or services are appropriate for the Client's purposes; and

17.4.3. to follow any recommendations or suggestions provided to the Client as part of any consulting services provided by the Company.

18. Seconded Employees

18.1. Where the Company at the request of a Client seconds employees to work at the direction of the Client, the following terms and conditions apply:

18.1.1. The employees of the Company who are seconded to the Client (**Seconded Employees**) will, in consideration of the payment of the fees, be seconded to the Client, either in the Company's premises or at the Client's premises, for the period agreed by the Company and the Client (**Secondment Term**).

18.1.2. Seconded Employees include, but not limited to, paralegals, LPO operators, lawyers, document reviewers, scanners, consultants, and photo copiers.

18.1.3. The Client must use its best endeavours to provide the Seconded Employees with clear and concise directions as to the services that they are required to perform for the Client, including without limitation to issue clearly written statements of work.

18.1.4. During the Secondment Term, the Seconded Employees shall at all times remain employees of the Company.

18.1.5. The Company agrees that the Seconded Employees will, for the Secondment Term be subject to the direction and control of the Client.

18.1.6. The Company must procure that the Seconded Employees will at all times during the Seconded Term:

18.1.6.1. act in the best interests of the Client;

18.1.6.2. use their best efforts and judgment and exercise due care in performing work at the direction of the Client;

18.1.6.3. act in accordance with the reasonable requirements of the Client, including in accordance with all applicable corporate policies of the Client, provided that the Client has supplied the Seconded Employees with reasonable training and information to enable the Seconded Employees to comply with such corporate policies. For clarity, the Client's workplace health and safety policies and premises security policies will, subject to this clause, apply to the Seconded Employees during any period they are seconded to work at the Client's premises.

18.1.7. Where the Seconded Employee is on the Client's premises, the Client warrants that it has in place lawful workplace health and safety, anti-discrimination, privacy and other workplace policies and will use its best endeavours to ensure that Seconded Employees who work at the Client premises work in conditions that are compliant with its policies. The Client must provide the Seconded Employees with copies of all such corporate policies prior to or on commencement with the Client.

18.1.8. If any Seconded Employee makes a complaint of discrimination or sexual harassment to the Company in respect of the Client's employees, independent contractors or clients, or if a complaint of discrimination or sexual harassment is made against a Seconded Employee, the Client agrees that it will take all steps necessary to assist the Company to investigate and resolve any such complaint.

18.1.9. The Client acknowledges that the Seconded Employees will require a level of supervision, control and direction by the Client performing the work tasks allocated to them by the Client.

18.1.10. The Company will procure that each of the Seconded Employees complies with the obligations of confidentiality set out in Clause 12 of this Agreement.

18.1.11. If the employment of any Seconded Employee is terminated at any time by the Company or a Seconded Employee is otherwise unavailable for any reason during the Secondment Term, the Company will immediately advise the Client, and the Company must provide a suitable replacement as soon as is practicable.

18.1.12. The Client, acting reasonably, may only request that the Company replace a Seconded Employee with another employee on the basis that the Seconded Employee is unsuitable to continue in the role by reason of misconduct or non-performance. Following such a request, the Company will, after consulting with the Client, use its best commercial endeavours to satisfy the request as soon as is practicable. The parties acknowledge that if the Company cannot, despite its best commercial endeavours, replace the Seconded Employee with another suitable candidate, the Company will not be in breach of this Agreement or liable to the Client in any way whatsoever.

18.1.13. The Client acknowledges that it is responsible for the final selection of and will control and supervise the activities of Seconded Employees. The Client must indemnify the Company and must keep the Company indemnified from and against any loss, injury, damage, expense, claim and liability of any kind whatsoever, arising in any way directly or indirectly from:

18.1.13.1. the failure by any of the Seconded Employees to provide the required services, arising out of or connected with a failure by the Client to

adequately or properly control or supervise the activities of the Seconded Employees;

18.1.13.2. lack of skill, negligence, dishonesty, breach of contract or misconduct of the Seconded Employees; or

18.1.13.3. death or injury to any person, including the Seconded Employees.

The indemnity in this Clause 18.1.13, is a continuing obligation. It is independent and separate from any other obligation in this Agreement and survives termination of this Agreement.

18.1.14. Notwithstanding any other provision in this Agreement, in no event shall the Company be liable for any loss of profit or revenue or other indirect or consequential loss or damage suffered by the Client in connection with the services provided by the Seconded Employees. The liability of the Company to a Client arising out of or in connection with the services provided by any Seconded Employee will never exceed the fees paid to the Company in respect of the Seconded Employee in respect of whom the liability arose.

18.1.15. The Client must not, either directly or via a third party, except with the prior written consent of the Company, employ, contract, engage, solicit or offer employment to any of the Seconded Employees for the following periods:

18.1.15.1. during the Secondment Term; and;

18.1.15.2. for 12 months after the Secondment Term if the duration of the Secondment Term is 12 months or more; or

18.1.15.3. for 6 months after the termination of the Secondment Term if the duration of the Secondment Term is less than 12 months.

18.1.16. The Client must not ask nor expect any Seconded Employees to volunteer or accept any request from the Client to undertake activities outside the agreed scope of services without the prior written approval of the Company. The Client must not require the Seconded Employees to undertake any manual handling activities or such activities that involve an increased risk of workplace injury, without first obtaining the approval of the Company.

18.1.17. Subject to Clause 10, the Company shall use reasonable endeavours to ensure that all works, items, materials, objects, articles, documents, records, software or intellectual property whatsoever produced, created, made or developed by the Seconded Employees in the course of providing the services for the Client shall immediately vest in and become the sole and absolute property of the Client on payment by the Client of the fees for the Seconded Employees outlined in this Agreement.

18.1.18. The Company shall use reasonable endeavours to ensure that the Seconded Employees do not use any works, items, materials, objects, articles, documents, records, software or intellectual property referred to in Clause 18.16 for any purpose other than for the purpose of performing the services, without obtaining the prior written consent of the Client.

18.1.19. The Company shall use reasonable endeavours to ensure that all works, items, materials, objects, articles, documents, records, software or intellectual property whatsoever referred to in Clause 18.1.17, both original and copies, are returned to the Client or to an entity nominated by the Client, at the conclusion of the Secondment Term.

18.1.20. The Company shall use reasonable endeavours to ensure that the Seconded Employees in carrying out the services for the Client do not infringe the intellectual property rights of any third party.

18.1.21. The definition of Seconded Employees includes but is not limited to any and all staff engaged in relation to managed document reviews services provided by the Company.

19. General

19.1. The Company and the Client must abide by all applicable state and federal laws in relation to the supply and use of the goods and/or services.

19.2. Any indulgence or extension of time by the Company shall in no way be construed as a waiver by the Company to strictly enforce its rights as set out herein.

19.3. The Company is not liable for any failure or delay in performing its obligations to the Client where such failure or delay occurs as a result of any fact matter or circumstance beyond the Company's reasonable control (including, without limitation, fire, flood, earthquake, storm, hurricane or other natural disaster, war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity) and the Client will have no right to terminate the Agreement with the Company in such circumstances. The Company must take all reasonable steps to mitigate the effect of an event described in this Clause 19.3 so that the Company may resume the performance of its obligations under these terms and conditions as soon as is reasonably practicable.

19.4. These terms and conditions shall be governed and construed in accordance with the laws of the State of New South Wales. Subject to Clause 15, each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.